1886-001 Chancery Causes: William A. Jones wife vs. James F. Jones
Lee Co.

Habern, Riddle, Graham, Orr, Barron

1 Plat

- Deed

CA- Contract Dispute
T- Property

To the Honorable John A. Kelly Judge of the Circuit Court of Lee County Ala

Your Complainant Wm. A. Jones and Manasha Ann. Jones his wife formerly Manasha Ann Hobern humbly complaining sheweth unto your honor, that heretofore, on the 24th. day of October 1855, one James G. Jones, made his certain writing obligatory, whereby he bound himself to pay your female Complainant then a single woman, "the amount that all her" (the said Grantors) "landsare valued at that are described in two title bonds executed by said Manasha ann Hobern to to James G. Jones dated oct the 23 & 24 days of said month, two thousand dollars of the amount to be paid by the 15. day of August, 1856, and the balance if any by the 6th. day of Jan. 1857," Your Complainant allege that in pursuance of said agreement, the said lands were valued, in part,- One James Crabtree, Wm. T. Barron, & John Scaggs valued that lot or share which was assigned Your female Complainant, as one of the heirs at law of Stephen Jones deceased, at the price of $1625. and this was for that part of

said Stephens real estate not covered by his said widows dower, - the interest which your female plff owns & holds, viz the tract once owned by her martin dower is worth, at the least $700. or $800. and there was 2/7 of tract of land once owned by your female complainants former husband Thompson Haben and which said Jones claims under said contract worth some $200. this land your complainants do not claim, or seek to subject to their demand, - Mary Jones the said Stephens widow, purchased several small parcels of land during her life from various ones of her children, she has lately departed this life - her purchases have descended to her heirs at law of whom your female complainant is one, your complainants understand the said James F Jones claims these lands under his purchase, they never were sold or intended to be sold him but were expressly reserved in the bargain made as aforesaid - but your complainants are willing to regard

the matter as a sale to have the said land valued, which are reasonably worth the sum of $200. Thus the amount properly due your Complainant Manasha Ann, would be $25.25. due as aforesaid This bond or contract will be found herewith filed marked "A" and is prayed to be considered herewith as part of this bill. The lands therein sold, and for which said price was agreed to be paid are situated in this county, in the neighborhood of the Tarkey Cove, and are as above stated the share of your female Pltff in the lands of Stephen & Mary Jones. Your Complainants are advised that they have a lein upon said lands for the unpaid balance due on said land, which is $[redacted], and interest thereon from date of the last minted payment. The said James M. Jones paid the sum of $[redacted], about the time or some few for all which Your or a Tax Suppose he holds Your years after the same fell due he has a receipt therefor and that will shew the proper amt now due. The object of this bill therefore is to enforce the

said lein for the balance fast due.
Your complainants file herewith marked
"C" a deed of conveyance drawn upat
said Jones J.H. instance for the lands sold as
aforesaid this they file as an escrow, and
to be delivered when they are fully paid
said purchase money. Your complain-
ants would further state that as this money
is properly due the female plff. they
desire it set apart and assigned to her
seperate & sole use. and it is meet
that same that said deed is made.
The premises considered, your com-
plainants pray, that said James F. Jones
be made a party defendant to this
bill and answer its allegations on oath
that commissioners be appointed to
value the unvalued lands, herein mentioned
& referred to, that their lein be enforced
against said land & a sufficiency be sold
to pay the balance due. And for all
other just & general relief May Sup-
ssim &c.

Hagan & Pidcock

H.P.

Wm A. Jones & wife

vs

Z Z Rice Chy

James T. Jones.

1877. Sept. Bill Filed & Sps Endorsed
" Decree Nisi
" Oct. D. N. Confirmed set for hearing by Plaintiffs.
" Nov. Proof filed
1880 Apr. Sps Endorsed
" Cause Set
1881 Aug Continued
1882 March Cause Set
" Continued this Term
1883 Nov. Cause Set
1884 Continued
1886 Nov. Decree Final

To the Honorable John A Kelly Judge of the Circuit Court of Lee County Virginia.

The Demurrer and answer of James F Jones to a bill filed in this Honorable Court against him by Wm A Jones and Manasha Ann Jones his wife. Respondent is advised that the Plaintiffs bill is not sufficient in law to call upon him to answer, but that there is good cause of Demurrer thereto and he therefore demurs to said bill and prays Judgement of this said Demurrer &c.

And not waiving said Demurrer but relying and insisting thereon, Should any and further answer be required of him, he answers and says, That it is True That he executed the bond or note Exhibited with the Plaintiffs' bill dated the 24th day of October 1855. It is further True that said bond was executed for the purchase price of land then belonging or supposed to belong to the Female Plaintiff which land is set out and described in two Title bonds Executed by said Female plaintiff one of which is dated on the 23rd and the other on the 24th day of October 1855 and both of which are now filed as part of this answer. Marked respectively (A A) & (B B). By an inspection of said bond Marked A A it will be seen that said Female plaintiff bound herself him &c to convey to the Respondent, a cer

tain tract or parcel of land in said County it being the same tract of land that was laid off to Andrew J Habens heirs out of the lot, that was drawn in the name of Jonathan T. Jones. Then follows a discription by Metes and bounds. Also all of the interest that said J Habens heirs has in the lands that was purchased from Solomon Collier including their interest in Mary Jones dower and purchases made by her &c. By an inspection of said bond dated 24th day of October 1855, and Marked (B B) it will be seen that said female plaintiff bound herself to convey to respondent in fee simple a certain tract or parcel of land in Tinsley Cove in said County, being the same tract laid off and assigned to her in the partition of the lands of Stephen Jones dec'd Then follows a discription by Metes and bounds. Containing 66 Acres, more or less. She also further bound herself to convey to him her undivided interest in the dower of Mary Jones including all her interest in the purchases of land Made by said Mary Jones. By an inspection of the bond executed by respondent to the female Plaintiff and filed by the Plaintiffs with their bill as exhibit (A.) it will be seen that the land thus sold to the respondent and embraced in said Title bonds were to be valued to the ~~Plaintiff~~ Respondent and accordingly, on the 15th day of March 1856, Respondent & female Plaintiff

agreed between themselves that said lands should be valued by Wm A. G. Barron, John S Kaggs and James Crabtree, which fully appears by the written articles of agreement on that day made and entered into by and between respondent and female Plaintiff and herewith filed as part hereof marked (66), and sometime thereafter the exact date of which is not remembered, the said Barron, S Kaggs & Crabtree pursuant to the aforesaid agreement, did value said land to respondent and they fixed in said valuation the price which respondent was to pay for the land embraced in Title bond marked (BB) as follows to wit. for the lot laid off and assigned to the female Plaintiff in the partition of the lands of St. John Jones dec'd. then supposed to contain 66 acres at $15.25 Cts (not $16.25 Cts as claimed by Plaintiffs in their bill). the undivided interest of the said female Plaintiff in the dower of Mary Jones Widow of the said Stephen, being 1/12th part of said dower at $ 100 Cts aggregating the sum of $ 2.25 Cts. they further valued to respondent the lands embraced in the title bond marked (A A) as follows, to wit the interest of A. T. Watkins heirs in the Collier land at $100. the 2½ acres of 13 pole tract at $2.43.75 1/7 of J. T. Jones' purchase in dower at $100, & 1/7 of Ransom Russells purchase in dower at $100 aggregating of the lands embraced in bond (A A)

the sum of $ 542.25. all of which more fully and at large appears from a paper in hand writing of respondent and made by him at the time of said valuation and reported to him by the said Barron Skaggs and Crockett as They made said several valuations, and filed herewith Marked (D D). Respondent will here state That all these lands last named and embraced in said bond (A A) were the lands of A.T. Haburn first husband of the said female plaintiff and at his death descended to his heirs and not to the said female Plaintiff, and That she never did convey or attempt to convey them to this respondent, but instead thereof her present husband, the said Wm A Jones who was guardian of the infant heirs of said A.T. Haburn soon after his marriage filed his bill in the Circuit Court of Lee County against said infants The object of which was to sell said lands which had thus descended to said heirs, a decree was made directing a sale thereof, and Wm G Barron was appointed a commissioner and directed to sell them which he did, and respondent was compelled at this sale made by said Commissioner, to either purchase the same again or lose them, and respondent did purchase the same on the 1st day of April, 1859, at the price of $ 425.00 which he has fully paid all of which will fully appear by reference to the papers & records of said suit of W.A. Jones guardian

rs S. H. Stabum et als in the Clerks office still remaining, to which reference is here made & the deed of said Wm N G. Barron Comr filed herewith Marked (E E). So it very clearly appears That respondent is in no way bound for the valuation of the land or any part thereof embraced in said bond of the 23rd of October 1855. yet the plaintiffs here procured said Heirs of A. J. Stabum to make a deed conveying to This respondent 2/7 of the 1/12. of said Mary Jones Dower. Thus seeking again to charge respondent with lands for which he paid More Than 20 years ago- not being satisfied with one sale and the use of the money for 20 years they now Thinking no doubt this old Chancery cause was forgotten or the records of it lost in a burnt Court house they desire to recover it again. and now having discovered for the present of That little piece of short practice respondent Comes to the merits of this Cause if it has any merits.

As shown above Respondent is only chargeable with the lands embraced in the bond dated 24th day of October 1855. and filed here Marked (B B) being the lot or parcel of land laid off and assigned to the female plaintiff in the partition of the Lands of Stephen Jones dec'd and the undivided interest of the said female plaintiff in the Dower assigned to Mary Jones Widow

of the said Stephen. It will be noticed that said lot is described in the title deed of the said female Plaintiff as containing 66 acres and it was assigned to her in the partition before referred to as containing 66 acres & 8 poles and it was valued to respondent as a tract containing 66 acres and the no of acres and not the boundary of land was taken into consideration by the gentlemen making the valuation, and in making said valuation they fixed on respondent now receiving $23.00 as the price per acre which respondent was to pay, ~~or fixed proper amounts~~ might have been added to the $23.00 per acre. at any rate respondent is positive that the land was valued by the acre or that the gentlemen making said valuation were governed by the no of acres. The sum which they fixed for respondent to pay for it was as before stated $1525.25 cts. But it now appears that a very great mistake has been made in the quantity of land really contained in said piece ~~of land~~ pursuant survey made by John P Graham a practicle surveyor ~~under the direction of James H Orr Commissioner in the Chancery Cause between Lucy Ann Orr and others~~ that it turns out that said piece or parcel of land only contains 61 acres & 37 poles, or 4 acres & 131 poles less than the amount of land sold and valued and agreed to be conveyed

to this respondent. and a loss to him should the plaintiffs recover this demands of $ 200 ~~00~~ and for this sum he claims a discount or rebate ment as of the date when said sum be rewarded from him. Respondent is this company chargeable with the ~~sum of~~ $ 1414.78 for said tract of land respondent will further show your Honor that the undivided interest in Mary Jones Down was valued to him at the price of $700. but this valuation was made upon the assumption that, said Down contained 330 acres. respondent now ascertains by an ~~Cant anyhow finds but~~ examination of the plat and survey made ~~to him was that 203 acres of said Down was~~ by said John P Graham under the direction ~~entitled to be accepted to him in accordance~~ of James W Orr commissioner in the case ~~reason the female plaintiffs of the Stone~~ case. That said down duly contains 316 ~~purchased by him, when in fact it contained~~ acres & was to him of 1¾ acres on this ~~by actual survey that he only got about 180 acres~~ said shore. of said down purchased by ~~was to him of 23 or 24 acres.~~ respondent ~~the plaintiff~~ from the female Pltff ~~and he should have this down all on and according~~ ~~and~~ payment as well ~~tract what it contains and~~ he is ~~thus~~ willing to account to the plaintiffs for every foot of land to which the female plaintiff is entitled Respondent will now show your Honor the payments made by him, on said purchase. The first payment made by him is evidenced by a receipt herewith filed - Marked (F F) and is for the sum of $ 1582.08. This receipt is not dated ~~but~~ but was the entire amount embraced in it paid at

the same Time, but respondent best recollection is that a large part of it was paid before and just about the Time it was due, and that the remainder was paid in less than one year from the Time the same became due. in fact respondents best recollection is that the settlement made between himself and the female Pltff when this receipt was executed was in 1857. Respondent on the 23rd day of January 1861. paid to the Pltff W. A. Jones $300. and took his receipt for the same which is herewith filed marked (G.G.) and shows that part of it was to be accounted for in a hog transaction and the balance to be accounted for on the purchase price of this land. Exactly what sum was to be applied to each of these transaction respondent does not now remember. but hopes to find papers which will show the value of said hogs. The said Wm A Jones in his deposition in this Cause fixes the Value of said hogs at $60.25 which would leave the sum of $139.75 to be applied as a credit on these land transactions. Respondent will now show your Honor. that said W. A Jones is indebted to him in large sums of Money, for cash loaned and what corn to furnished at his request. Item account of which is herewith filed marked (W.H). While these articles were being furnished to the plaintiff respondent always intended that they should be accounted for and settled by him when these

land matters were finally adjusted and he hereby claims the same as a credit on said ~~offers to offset them against so much~~ of the plaintiffs demand ~~so long~~ that ~~said~~ Court. and should there be a balance due to him, he prays Judgement for the same over against the said Wm A Jones. Respondent will now show your Honor. That on the 9th day of April 1850. himself A.J. Haben the husband of the female plaintiff and 5 others of the heirs of Stephen Jones purchased from J.T. Jones his interest in the estate of Stephen Jones ~~deceased that had been assigned to the said J.T. Jones in the partition of the lands of Stephen Jones deceased.~~ and also his undivided interest being 1/12 of the dower of Mary Jones widow of the said Stephen A.J. Haben's part of this purchase was 1/7. and he was bound to pay 1/7 of $2300 the purchase price Thereof. of this sum he paid $125.72 and this respondent paid the balance for him, being $208.87 of principal. and out of this purchase there was assigned to said A.J. Habens heirs 6 acres 13 poles out of the lot assigned to J.T. Jones as aforesaid and for which this respondent afterwards paid to Comr in the sale made by him $200. as fully appears in the report of sale made by Barnes Comr in the Chancery Cause of Wm A Jones Guardian &c vs A B & A Haben et als. and there was also assigned the heirs of said Haben 1/7 of said J.T. Jones share in said dower which 1/7 respondent purchased from said Comr. at the price of $75.00 and said A.J. Haben

and this respondent with J. C. Thos Jones purchased the Sheriff of Ramsey, Russell & Randolph Kirkpatrick ~~the price offered~~ interest in said land at eighteen hundred dollars and of this purchase said S. J. Haben was entitled to 1/7 and became indebted for 1/7 of the purchase money, no part of which he paid but all of which was paid by respondent for him, upon the whole of these transactions together with one other of like kind the said Haben was indebted to this respondent for land paid for by respondent for him the Sum of $488.71 an account of which is filed herewith marked (A.) and after his death these lands were sold by Barnes Commissioner as aforesaid and the Sum of $625. realized for them, of which sum the female Plaintiff received as shown the Sum of $171.71, as fully appears by the records of said Case of St Louis Guardian &c. vs S B F Haben as often heretofore referred to. Copies of so much of which as is necessary will be filed herewith marked (B.) if required Respondent is advised that this sum is a proper charge in his favor against said female plaintiffs being money which he paid and of which they received and had for 20 years been enjoying the benefits, and this sum he is also willing and hereby offers to offset against a like sum of the Plffs' demand against him.

Respondent has now made so far as he can remember a full showing of this whole transaction and all he asks is a fair settlement of it, which the Plaintiffs could have had at any time without a suit, and if anything is found due from him when said settlement is made the Plaintiffs are entitled to & shall have the benefits of it for although Respondent is hard pressed his lands now decreed to be sold he does not want one cent from the Plaintiffs either in lands or money to which he is not justly and rightfully entitled. Respondent has not heretofore refused to the female Plffs interest in the land purchases made by Mary Jones, because the same have not been valued to him in accordance with the contract between him and the female Plaintiff although they constitute a part of the land purchased by him from her and which she in said bond of the 24th of October 1855 bound herself to convey to him. Of course Respondent claims them as a part of his purchase and is willing to pay for them such sum as disinterested men will value them at though they are not worth $200 as claimed by Plffs in their bill. He asks that they be valued according to contract and the price thereof fixed be charged to him.* And now

*but if the Plaintiffs insist on the sum of $2300 as set out in the 9th error assigned Then he insists that he should not be charged anything extra for the interest of the female Plaintiff in the lands purchased & made by Thrasher Mary Jones as said deed can only be held valid as to him at price of $2300

~~[illegible] Pltff to bill of [illegible]~~

~~he denies it necessary to answer the same~~

~~he prays to be hence dismissed with his~~

~~costs~~. Respondent will hereshow your

That Wm C Fugate ~~Marshal~~ ~~Deputy~~

Admr for the benefit ~~for Defts~~. Henry S Kane

estate has recovered a Judgment against this Re-

pondent & the Pltff H A Jones that he is only the

surety of the said H A Jones for said sum of Money

that the same is reported against this respondent in

the case of Rose Spectabile and amounts to

the sum of $[illegible] that he is thereby

that he which is unlawfully be compelled to pay said debt

or a large portion of it, and he asks the Court to

hold duly sums which he may be found to owe

the Plaintiffs as an indemnity to him against said

Kane debt or that said sum be decreed to be paid

on said Kane debt. And now having answered

he prays to be hence dismissed &c.

Morsell & Duncan for

Defendant

Sworn to before me by Jas F Jones

H. H. Morgan Com.

Jas F Jones

vs

Answer

Wm H Fugate et al

Filed April 5th 1861

John A. Orr, D. C.

William A. Jones & wife Plff.
against
James F. Jones - Deft }

This
Cause Came on again this day to be heard upon the papers formerly read - And it appearing from the reports in said Cause that the sale has been confirmed to the female plff, who is always the legal title holder no deed is necessary to pass the same & as she has fully paid all that part of the purchase money due the estate of H. L. Kane and no further necessity remains for action in this Cause, except the remainder of her said debt, and the purchase of some small pieces of land fully reported and now involved in the cases of Gores exts. against said James F. Jones, leave is given to prosecute said claim in that Cause and this Cause is retired from the docket with leave to either party to reinstate the same should it be found necessary - And the Cause is so retired ——

Wm A. Jones & wife

vs

Decree

Finals

James F. Jones

~~March 1. 1886~~

Costs paid $7.08

J. & S. Hyatt & Co

Entered

Mar. 29/86.

J. A. K.

Wm A Jones & wife Peffs.
vs. } In Chy
James F. Jones Defft

On Motion of the Peffs and for reasons appearing to the court. Leave is granted them to withdraw from the papers of this cause, the deed filed by them as exhibit (C.) with their bill as an escrow. by reading in its room and stead an attested office copy at their own proper charge And Genl A L Pridmore claiming an interest ~~in~~ in the land described in said deed the withdrawal of said deed is not to prejudice his rights or interest in any way.

W. A. Jones & wife

v. } Decree

Jas. F. Jones

Entered [illegible] page 367.

D. A. Hyatt

Clerk

Entered this

March 26/84.

J. A. K.

Wm. A. Jones & wife .. Plff
against
James F. Jones - - - - Deft } In Chy

This cause came on again this day to be heard upon the papers formerly read and the report of Henry J. Morgan commissioner, filed March 23rd 1882, - and was argued by Counsel - On consideration whereof and for reasons appearing to the Court said report is confirmed, (being unexcepted to) so far as not hereinafter modified - And it appearing from said report and the written agreement of James L. Shoemake administrater of the estate of Henry S. Kane decd, the beneficial creditor of Wm A. Jones, and James F. Jones, filed with said report, & the Court being satisfied that the sum of $400, would be a fair & reasonable sum out of the debt of the female plaintiff to be paid on said Judgement, and that the residue is no more than a reasonable and equitable settlement upon the female plaintiff, It is therefore ordered that A. L. Pridemore former commissioner proceed to collect as the same falls due the sum of $400. out of said purchase money heretofore reported by him and pay the same over to James L. Shoemaker administrater of the estate of Henry S Kane decd, and take his receipt therefor

and when so paid the same shall constitute a full settlement and discharge of the judgements in favor of said Shoemaker admr. or the judgements obtained in the name of Wm C. Fugate admr of David Kane deceased for said Shoemakers benefit. against Wm A. & James H. Jones his security thereon

And when this sum is thus paid said Com missioner will cancel and deliver to the female plaintiff her bond for the purchase price of the land heretofore sold to her, And the Court doth further order & decree that when said sum of $400. is fully paid as before directed, then that the female plaintiff hold said land so purchased by her, and the residue of the debt asserted by her, and decreed in her favor by a former order, free from the ~~Courtesy~~ contract & conveyance from all claim by & of her husband Wm A. Jones & his Creditors ~~as account of Courtesy or other claims against said husband~~. And it being suggested that under a Sale by C. L. Hamilton Trustee, the County Court has directed the price upon the $1600 for the purchase upon this decree is not to prejudice said And it appearing that Com missioner Pendleton has not sold all the lands heretofore sold by the female plff to defendant James H. Jones he will proceed to execute the former order of sale and comply therewith as to notice time & place, & sell the undivided interest of the female plaintiff in the lands purchased and owned by Mary Jones her master at the

And said Commissioner shall convey the same to him. to him sold & separate use

time of her death ow which is situated
in this county, or so much thereof as may
be sufficient to pay the residue of the female
Jeffs debt costs & Commissions
But before collecting any sums under this
decree said Commissioner will execute bond
before the clerk of this Court in a
penalty of $500. Conditioned to duly perform
the duties hereunder - He will report his
action to this Court and the cause is
continued —

Wm A Jones & wife

vs

Decree

James T. Jones

March T. 1882

Entered on Page 229 & 30.

J. A. G. Hyatt Cl'k

Enter this
Mar 29 1882
Jr. C.A.K.

Wm A. Jones and wife Defts
against
James F. Jones et als Defts. } On Chy.

This cause came on again this day to be heard upon the papers formerly read, and the report of A. L. Pridemore Commissioner filed June 30th 1881, and was argued by Counsel, and said report having been filed more than 10 days before the commencement of this term and no exceptions appearing thereto said report is confirmed, and the sale thereunder approved and made final; and writ of possession may issue in favor of the plaintiff for said land. And the necessity of hearing this cause further heard with the Case of L. G. & G. L. Gore and others and the several Causes heretofore ordered to be heard herewith, having passed, this cause will hereafter stand upon the docket alone to be proceeded with Separately from said Causes, and the Case of Wm C. Fugate adm for J. L. Shoemaker adm. &c vs Wm A. Jones et al is directed to be heard along with this cause And H. J. Morgan is directed to Complete the enquiry heretofore referred to him, and report the same to this Court at some future term and the cause is Continued.

Wm A. Jones & wife

vs

Decree - Confirming Sale.

James H. Jones et al
Aug. T. 1881

Entered pages 321-22
D. A. G. Hyatt
Clerk

Enter this
Aug. 29th 1881
Jno. A. K

Wm A. Jones, & wife, Plffs.

against

James F. Jones, ---- Defdt

and

Wm C. Fugate admr --- Defdt. } In Chy.

against

Wm A. Jones, & J. F. Jones. Defdt

and the motion of the plff in second styled cause these causes came on to be heard, upon the papers heretofore read, and the report of Commissioner H. S. Morgan filed in the first of these causes March. 17th 1851 and exceptions thereto filed by defendant James F. Jones and the arguments of Counsel, on consideration whereof & for reasons appearing to the Court the following decree is rendered, said exceptions ~~so far as they seek an abatement for the excess of land~~ are over-ruled, and statement "A" therein and Statement "L." of said report Confirmed, and it is adjudged ordered & decreed that the plaintiffs are entitled to recovery from James F. Jones the sum of $1485.37 with legal interest from #726.70 the 22 day of January 1851, and that C. L. Pridemore be & is hereby appointed a receiver thereof &c proceed to collect & hold said fund, subject to the future order of this Court, but until the

7 26.
6
43.56
60.96
104.52
15
24
143.52
1485.37
1632

same be paid by said defendant James T. Jones, or some one for him, within 20 days from the rising of this Court; then the said A. L. Pridemore is hereby appointed a special Commissioner whose duty it shall be, to sell said Lands, in the bill mentioned, viz. the 61 and 135-poth tract & the 26½ acre tract formerly owned by Mary Jones (deceased) dower, ~~on a~~ Credit of one two and three years, (or so much thereof as may be necessary to pay the costs and the one two & three years credits which of this decree, ~~but~~ the costs of suit & sale will be required to be paid in hand, and the Commissioner will be the bond payable to himself as Commissioner bearing interest from date of sale for the deferred payments with approved personal security. The sale will be made on some Court day ~~at~~ in front of the Court House door of this County by public outcry to the highest bidder But before executing the terms of this decree the said A. L. Pridemore will execute bond in a penalty of $2000. conditioned to duly perform the duties of said office as such, and before proceeding to sell Commissioner he will post notice, of the time terms & place of sale, on the front door of the Court House of this County, in the neigh-

borrood where he came his; and at two or
more ^ other public places in said County for at
least 30 days before sale, he will, upon his
action to this court at its next term. And
The Court is of opinion that the female plaintiff is entitled to a reasonable
settlement, upon herself and Children, out of the recovery in this case; and
what should be the amount of said settlement
, It. J. Morgan is hereby appointed
a special Commissioner of this Court with au-
thority to report, ~~to the female, proper~~
What shall be settled on
~~ant~~ of said funds, ~~and~~ looking to her condition
in life, any other ^ estate or provision which she may have and
the condition and estate of the husband, and the rights of her
creditors; and ~~as will further be necessary in the premises~~ any estate
of the female plaintiff heretofore received by her present husband. and he
will further report a scheme for such settlement.
~~and whether the estate and what amount to~~
He will report these facts together with
any matter deemed pertinent by himself
or required by either party to the suit, report his
action to this court at its next term or the
Cause is Continued.

Wm A. Power et ux

vs. } Decree -
of Sale.

James H. Power -

March T. 1881

Entered Page 200

John C. Cr. D.C.

Wm A. Power et ux

vs. } Decree -
of Sale.

James H. Power -

March T. 1881

Entered Page 200

John C. Cr. D.C.

Entered this decree
April 7th 1881
Jn. A.S.

Wm A Jones & wife

vs. In Chy

James F Jones

This Cause Come on This 6th day of December 1879 to be heard upon the bill and Exhibits filed therewith and was argued by Counsel. on motion of James F Jones Leave is given him to file his answer in said Cause and it being admitted that an account is necessary in said Cause Henry J Morgan Commissioner is directed to take an account between the Plaintiff and Defendant and ascertain and report to this Court at its next term how much if anything is still due from Defts to the Plaintiffs whether or not the same is a lien upon the land in the bill and proceedings mentioned and any thing else which he may deem necessary or be required by either party to State and this Cause is continued.

Wm A Jones & wife
vs. Decree
J F Jones

Entered on
Page 91.

Entered
Jno. A.K.
Dec. 6/79

Virginia

At a circuit Court Continued and held for Lee County at the Court house thereof, March 29th 1882.

Wm A. Jones & wife Pffs
vs
James F. Jones Defts } In Chancery

\# \# \# \# \# And it appearing that Comr. Pridemore has not sold all the lands, heretofore, sold by the femals Plaintiff to the defendant James F. Jones, he will proceed to execute the former order of sale and comply therewith as to notice time and place, and sell the undivided interest of the female Plaintiff in the lands purchased and owned by Mary Jones, her mother at the time of her death, and which is situated in this County, or so much thereof as may be necessary to pay the residue of the female plaintiffs debt costs & commission, But before collecting any sums under this decree, said Commissioner will execute Bond before the clerk of this Court in a penalty of $500.00 conditioned to duly perform the duties hereunder. He will report his action to this Court and the Cause is Continued. A Copy Teste.-

J. A. S. Hyatt
Clerk

Wm. A. Jones & wife

vs

Copy of Decree

James A. Jones

For

A. L. Pridemore

Court

20.00

10.60

9.4

V. S. F. & Co

Virginia

At a Circuit Court continued and held for Lee County, on Saturday, the 6th day of Dec. 1879.

Wm. A. Jones & wife — Plaintiffs

vs. — In Chancery.

James F. Jones — Defendant

This cause came on this, 6th, day of Dec. 1879, to be heard upon the Bill, and the Exhibits filed therewith, and was argued by Counsel. On motion of James F. Jones leave is given him to file here after his answer in said cause; and it being admitted, that an account is necessary in said cause, Henry J. Morgan Comr. is directed to take an account between the Plaintiff and defendant, and ascertain and report to this Court, at the next term, how much, if anything, is still due from the Deft to the Plaintiffs, whether or not the same is a lien upon the land in the Bill and proceedings mentioned, any thing else which he may deem necessary, or be required by either party to state, and this cause is continued.

A copy. Teste. Jas. H. Orr, Clerk.

Wm A. Jones & wife

vs Copy of Decree

Jas F. Jones

Commissioners Office Jonesville Va July 18/80

Wm A Jones etc Pltff
vs. } In Chancery
James F Jones Defts

The deposition of the female Pltff Maniasha A. Jones taken the 18th day of July 1880 in the above Styled cause at the time of taking an account therein, and she being sworn Says:

I am a daughter of Stephen Jones decd. I have been twice married, I was first married to A T. Haben as well as I now remember in the Spring of 1849 and lived with him until about the 26th day of December 1852. when my first husband the said A T. Haben then died. leaving 2 children Stephen B F. and Malissa C. Haben. After said Habens death I remained a widow until about the 10th day of March 1858 when I intermarried with my present husband William A Jones.

About October 1865 and while I was a widow I contracted with my brother James F. Jones to sell and did sell to him all my interest in my fathers real estate in Lee County excluding the lot of 66 or 76 acres which had been laid off to one out of his lands outside of the land owned by his widows (my mothers) dower, and I also sold him my undivided part of said dower, and we did not agree ourselves as to the price, but by the terms of our contract those two parcels

of land were to be valued to the said James F. Jones by Wm N. G. Barron James Crabtree and John Skaggs, and he was to pay therefor whatever sum they might price the same at, And my recollection now is that said parties valued the lot of 66 or 76 acres at $1625.00 and said undivided interest in said dower at $700.00 And two thousand dollars of the purchase money was to have been paid by the 15th day of Aug 1856 and the residue by the 6th day of Jany 1859.

After the death of Stephen Jones, his widow ~~and~~ (my mother) Mary Jones bought some real estate and at her death was the owner thereof in her own right, And I am informed that he claims my interest in this land under said contract and it is said that he holds a title bond or one for a title to the same, If he has such a bond signed by me, he obtained it without telling me know the purport thereof for I remember that he insisted on my selling it, but I always said to him, that I had no right to sell a thing which I did not own, and which belonged to my mother to which he would say that is true, but some day you will own it, I would then say if I shall ever become the owner thereof I will then let you have it, provided you will give me as much as any one else, and thus the matter stood as I thought from that to the present time.

I am informed that James F. Jones in the division

of my mothers individual lands had my share therein laid off and allotted to himself along with his own interest therein, and while I did not intend to sell my interest therein to him, Still I and my husband are willing to treat it as a Sale upon condition that he will pray us $200.00 therefor and I think it worth that Sum, and if he is not willing to pay that sum for it I and my husband are willing that the same may be valued to him as the others were by two or three competent men

And further this witness saith not.

Manasha A+ his mark Jones

Wm. A Jones being likewise Sworn deposes & Says

At one time since the Sale of the land Spoken of by my wife was made to James F Jones, he bought of me a lot of hogs for which he was to pay me $60.25. and Some time afterward he handed me $200.00 and presented a receipt for that amount Specifying therein that it was to pay for said Hogs + other things, and this paper may be brought up as evidence of a payment on said land. I refused at first to sign the receipt but did do so.

As to the Sum mentioned in the receipt I am willing that $139.75 shall be credited on the land purchase, but as to the residue it was for said lot of hogs, and ought not to be applied as a credit on said land. And further this witness saith not

Wm A Jones

John Riddle being duly Sworn Says

I was present at the time that James F. Jones bought of Manasha A. Jones or Haben her lot of land assigned to her out of her fathers estate, and her interest in the dower lands and they did not agree as to the price, but they did agree that Wm. A. G. Barron John Skaggs and James Crabtree should value it and James F. Jones was to take the same at the price or value fixed thereon by them and my recollection now is, that they valued one piece at something over $1600.00 and the one twelfth in the dower, and the 2/7 of one twelfth therein was valued as well as I remember at $900.00, The lot outside of the dower, and which said Manasha A. sold to James F. Jones was estimated to contain about 66. or 76 acres I do not remember which but think it was 66 acres. and my present impression is that it was valued by the piece and not by the acre or at all events in the conversation which took place between said Manasha A. & James F. Jones in relation thereto, they spoke of the piece in Gross as to each, and not by the acre but as to how said three men arrived at their valuation I cannot state.

And further this witness saith not.

John Riddle

Dr. John P. Graham being sworn for the
dfts. Jas F. Jones Says

I regard myself as a practical Surveyor
and I was a few days ago employed by Jas.
W. Orr cont. to go on the lands of Jas. F. Jones
to do some Surveying for Mr Orr. to enable him
to reflects certain facts required from him as
such cont.

Mr Jas F. Jones Showed me what he said was
the corners and lines of the lot of land assigne
d by commissioners to Manasha A Jones said
to have contained 66 acres, and which I
did not run and Survey accurately each of
the lines by which said lot is bounded, yet
I did so run the same and contiguous lines
as to Satisfy myself as to the actual quantity
of land embraced in the boundary assigned
to her by commissioners, and from this Survey
ing I am well satisfied that the boundary
heretofore supposed to contain 66 acres, only
in fact contains about 53 acres and 101 poles
as near as I can calculate the same

And for the present this witness saveth nothing further

John P. Graham

James W. Orr being Sworn for the dfts. Says.

I employed Dr. Graham to do some Surveying
for me as cont. as stated by him above and my
recollection is that we actually run about 6 out
of 8 lines which Covers the Supposed 66 acres of

of land allotted or assigned Manasha A Jones out of the lands of Stephen Jones decd and sold by him to James F. Jones. and the two lines we did not run we could and did ascertain as correctly as if we had run the same, and in our running and Surveying we tried to see as particular as possible in order to do the matter correctly.

The dower lands assigned the widow of Mary Jones out of the lands of Stephen Jones decd was all along been considered as containing about 330 acres, and Since the death of Mary Jones. Said dower lands have been partitioned among the parties according to their respective rights, and by this partition according to the report of the commissioners who made the same James F. Jones was assigned about 203 acres of said dower lands. and this share was assigned James F. Jones I with Dr. Graham except about 26 acres lying north of the road ran around the same East. West and according to Mr Grahams calculation thereof this boundary Supposed to contain 203 acres, only contains about 179 acres so that there seems to be a deficiency or falling off of from 23 to 25 acres in the supposed quantity of land assigned to Jas F. Jones out of said dower lands

We did not run around the entire dower lands so as to ascertain whether or not there is 330 acres in the boundary assigned the widow as dower

And further this witness saith not

James W Orr.

Feb. 23rd 1881 The parties to this Suit met pursuant to notice on this day, when the Pltff Manasha A. Jones & W. A. Jones desired to again introduce themselves as witnesses when the defendant objected to their doing so, on the ground that they had heretofore once given their deposition in this cause, but her second Statement is here taken, and the question arising on said objection is Submitted to the Court. The said Manasha A Jones being again Sworn Says My present recollection is with reference to the first two pieces of land referred to in my former deposition, that they were valued by the gross and not by the acre & valued by the Caddy and not by the acre, at all events I do not remember of hearing any thing said about the value of said land by the acre and my recollection is that Myers Barnes Skaggs & Crabtree valued the land in gross and not by the acre. but I suppose it probable they were of the impression at the time that there were 66 acres in the first piece Spoken of and further this witness saith not.

her
Manasha A + Jones
mark

The said Wm A Jones being again Sworn Says

At one time after J. F. Jones paid me the two hundred dollars mentioned in my former deposition he came to me and offered to pay me $500.00 in Confederate Money but I refused to receive it, because I could not use it in paying debts I was owing myself and he remarked that the time might come when

I might have to take it or something of that sort.

I do not remember which this occured but it was during the last war. I think however it was in August 1862. The two hundred dollars before spoken of is the last money he has paid me. said J. F. Jones has not paid me anything on these matters since that time. And further this witness saith not.

Wm A Jones

March 7th 1881. Dr John P. Buchanan again introduced & duly sworn deposes and says.

On the 2nd and third days of March 1881 at the request of James F. Jones I went upon the Surveyed 66 acres of land, which is in fact the subject of this suit, with the view of ascertaining the exact quantity of land within the boundary enclosing said 66 acre tract, and with that view, I ran around the entire tract with the exception of one line, which was the closing line, and I endavoured to run the same as accurately as possible, and by my surveying at this time, and the calculations based therein, I am of opinion that said tract contains in fact 61 acres and 37 poles and not 66 acres as heretofore Surposed, and at the same time, I find that it contains more by several acres than I had thought when I gave my deposition before in this cause.

After having first given my deposition in this cause I went back upon the land for the purpose of ascertaining if possible whether or not I had fallen into an error in making my survey at that time and from the discoveries then made I am satisfied

that the chain carriers then employed in making their measurements left out one entire set of the chain in making their report to me of their measuring on the western line, and this is the way I explain the difference in my surveying and calculating at the two different times

I belive I have so run and calculated the tract of land known as Mary Jones dower as to be able to state the exact (or very nearly so) the number of acres contained therein, and my opinion is that there is in that tract 316½ - acres and I believe this to be as near correct as Surveying can be done on that kind of land. and further this witness saith not.

John P. Graham

James F. Jones being duly sworn Says

At the time I bought of Manasha A Jones the land involved in this Suit, we did not agree on the price I was to pay her for them, but we did agree that W. N. G. Barron John Skaggs and James Crabtree should value them, and that I should pay her for them whatever price they should value them at, and said parties did value them and at the time they so valued them I made a memorandum of the prices of the several tracts which they reported to me they had agreed upon and this memorandum so made at the time is filed with my answer marked as exhibit (DD) and my recollection now is independent of that paper that said parties valued the 66 acre tract of

land to me at the sum of $1525.00 and not $1625.00 as stated by the female plaintiff, and they also valued the female Pltffs undivided interest in Mary Jones dower at $700.00 My present impression is that said parties valued the 66 acre tract to me by the acre at something over $23.00 per acre but the exact price I cannot now state but if I am mistaken in this I am sure that they acted upon the idea that there was 66 acres in the lot, for we have all along treated it as containing 66 acres, and the Dower of Mary Jones was then thought as it has all along until recently been thought to contain 330 acres while Dr Graham has recently ascertained it to contain only 316½ acres

My opinion now is that they valued all or very nearly all the land mentioned in said paper (D.D) by the acre, and not in gross,

I hold on the female plaintiff her receipt for $1582.08 but this paper is not dated, and the same is made up of sundry sums paid by me for James Crabtree during the years 1856 and 1857, but the particular times these payments were made I cannot now state no nearer than I have already done in my answer to the plaintiffs bill.

In my answer to the pltffs bill I refer to sometwo or three purchases made by several of the heirs of Stephen Jones dcd among them Andrew J. Haberer from Jonathan T. Jones, Ransome Russell & wife and one

Salomon Callier by which each of said Lucas bound themselves to said parties their due proportion of the purchase price of said land which is set out in a written obligation signed by the purchasers of said land, and two of which is filed as exhibits with my answer. On these several purchases the said A J. Haben made two payments and no more, one of which was $125.00 and the other $50.00 and the balance which said A J. Haben contracted to pay. I paid for him, and thereby secured to his heirs and the female plaintiff the land so purchased by A J. Haben, and this they have in fact realized.

I have just been shown the deed filed by the Peffs with their bill as exhibit (C) and my recollection now is that I procured David Miller to write the same and carried it to the Peffs and asked them to sign and acknowledge the same which I see they have done and further this affiant saith not.

James F. Jones

The foregoing deposition of Maranda A Jones William A Jones, John Riddle John P. Graham and James F. Jones were taken before me Sworn to and Subscribed by the them respectively

Henry J. Morgan Com

Wm A Jones & wife

vs } Deposition

James F. Jones

(A)

The deposition of Wm. N. G. Barron taken at the residence of D. H. Bruce by agreement of Plff. and Defendant on the 27th day of February 1881, ~~to be~~ read as evidence in behalf of James F. Jones in a Chancery suit now pending in the Circuit Court of Lee County in which William A. Jones and Menasha A. Jones are Plaintiffs and James F. Jones is Defendant.

William N. G. Barron after being duly sworn deposeth and sayeth,

Question 1st Was you one of the Commissioners who was appointed by the Court to divide the land of Stepen W. Jones dec'd, between the heirs of said Jones.

Ans. I was. The witness further states that he thinks there was sixty six acres and a few poles laid off to Menasha A. Jones.

Question 2nd Did you John Skeggs and James Crabtree value the 66 acres of land from Menasha and Zabern to James F Jones? if so, what was your valuation?

Ans. We valued said land. We valued said land at about fifteen hundred dollars. and further the witness sayeth not

Wm N G Barron

Sworn and subscribed before me Feby 27th 1881.

D. H. Bruce J. P.

James F. Jones

ads } Dft.c. = Wm N. G. Baum

Wm A Jones wife

(6)

justices cost
Seventy five cents
D. A. Brun J.P.

Commissioners Office Jonesville Va. Feb. 23rd 1881.

William A Jones & Wife Pffs.
Against
James F. Jones Deft } In Chancery.

To the Hon John A Kelly Judge of the circuit Court of Lee County Virginia

On the 18th of July last the parties to this Suit were notified to be before me, with a view to take the account and make the report, required and contemplated by the decree entered in the cause on the 6th day of Dec. 1879. And on that day and subsequent days the parties did appear, when I took the depositions of the two plaintiffs, John Riddle John P. Graham and James W. Orr, which with others since that time taken are herewith filed marked (A)

On the 23rd day of February 1881. the parties were again before me pursuant to a Second notice herewith filed marked (B) and at this time I again took the deposition of the two Plaintiffs and just before this last named day the deft took the deposition of Wm N G. Barron which I herewith file marked (C) and the cause was thereupon adjourned untill the 7th day of March 1881. when I took the deposition of the deft James F. Jones and re-took the deposition of said John P. Graham all which may be seen by reference to said exhibit (A) and with this introduction of the matters involved I shall now proceed to the Consideration ~~of the merits of the cause~~

This Suit was brought to enforce the payment of a Supposed Balance of purchase Money for Land, and is founded on a Draft exhibited by the plaintiffs with their bill and Marked (A) by which the deft bound Himself to pay to the female plaintiff such Sum as all her Land would amount to. which is mentioned in two title bonds dated Oct. 23 & 24th. 1855 and Two Thousand dollars of such purchase Money was to have been paid by the 15th day of Aug, 1856 and the residue if any by the 6th day of January 1859.

By reference to the first of said title bonds marked (A) with defts answer, it will be seen that the female Peff undertook to sell to the defendant a certain lot of land laid off and assigned to the heirs of A.J. Haben out of the lot or parcel of land drawn in the name of Jonathan T. Jones. Also all the interest which said heirs had in a certain purchase made of Solomon Collier and also all their interest in Mary Jones dower and in all her (Mary Jones) purchases.

The lands here described are not involved in this suit as I shall show by and by, and although the female plaintiff undertook to sell them, she had no right to do so, for the title thereto was at the time in the heirs of A.J. Haben her first husband subject to her right of dower. These lands mentioned in this first bond are therefore for the present dismissed

By looking at the title bond marked (B13) with Defts answer, it will be seen that the female Peff sold to deft three pieces or parcels of land One of which is the lot of land laid off to her out of the lands of Stephen Jones dead and described as containing 66 acres more or lss, the second is described as the females Puffs undivided interest in her Mothers dower, and the third was her Supposed undivided interest in lands purchased by her Mother Mary Jones, As to the first two, the female plaintiff had the unquestioned right to sell the same, but as to the third and last her right to sell it at the time is not so clear, for her Mother was then living, and had the legal and unquestioned right to sell that herself which she had acquired in her own right, but Mary Jones died in 1871. without disposing of the real estate which she had acquired and by this event the female plaintiff became invested for the first time with the title to land which she had undertaken to sell 15 or 16 years before she had any right thereto.

But since her right has become perfect she and her husband are willing still to abide by such form of Sale as shown in their deposition The three parcels of land mentioned in this last bond are the lands involved in this suit and gave rise to this controversy & dispute,

It is admitted by the parties that at the time of the sale and purchase they did not agree on the price to be paid. It is also admitted that they did agree that Wm N G Barron John Skaggs and James Crabtree Should value the lands, and that the deft Should pay the female plaintiff the price which said three parties Should fix thereon. They also agree as to the fact that said three parties did value the 66 acre tract and the undivided interest in the dower, and they also agree as to the fact that said three parties did not value the interest in the purchases of Mary Jones so that this was an open question until settled just recently as presently shown.

Neither of the parties now have the written award of said three parties if any was made Showing the value of the land as fixed by them or the price that the deft was to pay for the same, but they both agree that $700.00 was to be paid for the interest in the dower but as to the price of the 66 acre tract the parties dis agree. The female plaintiff contends that said three parties valued it at $1625.00 and she so Sweans according to her present recallection, William N G Barron one of the three who made said valuation Sweans that his best recollection is that the 66 acre piece was valued at about $1500.00 and the deft Sweans that the price was fixed at $1525.00 and he exhibits with his answer

fixed at $1525.00 and he exhibits with his answer

5 a paper marked (DD) which he swears that he made at the time said three parties made their said valuations and in this paper, said 66 acre tract is put down at $1525.00. I am therefore of opinion that $1525.00 is the proper sum with which to charge the defts, on account of said 66 acre tract, and for the purposes of this account I shall treat that as the price thereof.

As to the females Peffs interest in Mary Jones land purchases, the parties to this suit mutually agreed, that the same should be valued by three competent and disinterested parties, and that each would abide by such their valuation, and they thereupon chose Judge Cam Bailey Col. Campbell Slemp and Maj. John A. Hyatt as the three parties to value these last named lands

Said three parties on the 23rd day of Feb. 1881 made their award in writing, which is herewith filed marked (D.), by which they value said land at $178.00, so that with this valuation, the price of said three pieces would seem to be fixed, and the aggregate prices of the three pieces would seem from what has been said to amount to the sum of $2403.00: A rather singular question might possibly arise between these parties as to the period from which interest should be computed on said three sums, for the Defts by the instrument on which this suit is brought, undertook to pay to the female plaintiff such sum as all her land would amount to, and $2000.00 of such purchase price was to have been paid by the 15 day of Aug. 1856 and the residue January 6th 1859

Now under this contract is it to be so construed as to require the Deft. to pay interest on said three Sums $1525.00 $700.00 and $178.00 from Aug 15 1856 & Jan 6 1859, or shall we endeavor to find a more equitable & just interpritation thereof, for to give the instrument the most liberal construction of which it is possibly susceptible, will be found enough in the deft. for we see by this contract that he must pay for the dower interest $700.00 which is more than $25.00 per acre, with interest from said two periods, and yet the deft did not get the use of the lands until 1871, nearly or quite 15 years after he had purchased, so that the interest on this dower purchase at the time the deft got possession of it, was nearly equal to the original purchase price, but bad as this may be, I see no way for the deft to escape it, for it was his voluntary act. The most liberal construction that can be given this contract so far as I can see, is to hold or construe the words, "all the lands of the female Paff" to mean only those lands which she then had the right to sell, to wit the 66 acre tract, and the dower interest, and not her interest in her Mothers purchases, and to treat those latter lands only as a sale taking place at the death of Mary Jones, the time when the female Paffs right first accrued to sell the same, and this is the construction which I am disposed to give this contract under all the facts of the case so far as I see them.

Having thus adverted to the charges to be made against the dft on account of these lands, we now come to consider the credits to which he claims himself entitled on these land transactions:

By reference to the papr marked (FF) with Defts answer, it will be seen that the Dft holds the female Peffs receipt for $1582.08 which is admitted as a proper credit on these land transactions, but unfortunately this receipt is not dated, so that we are to a great extent without a guide as to when to apply the same to the payment of the debt.

The Peffs seem to remember but little as to the time when the receipt was executed, And the dft, in his answer says that the whole sum was not paid at the same time, and his best recollection is, that a considerable part of the sum was paid, just before and about the time the first payment became due (Augt 15 1856), and the residue during the year 1857. Wm A Jones in a conversation before me, but not embodied in his deposition, said, that said receipt was executed in the Month of Oct 1857. As I have nothing definite to guide me in the application of this payment, I suppose Substantial justice will in all probability be attained, by giving the defendant credit for one half of said receipt as of August the 15 1856, and for the residue as of August the 15 1857, and that course I shall pursue when I come to state an account between the parties of this matter.

By looking at the paper marked (GG) with the defendants answer, it will be seen that he holds Wm A Jones receipt for $200.00, which is dated Jany 22nd 1861, and the paper says on its face, that the sum therein received is to be accounted for on "settlement of land purchase and Hog trade" The defft does not either in his answer or deposition throughe any light on that "Hog trade," but the Pltff Wm A Jones does show in his deposition, that sometime in the years 1860, and before the execution of said receipt, that he sold the defft a lot of stock Hogs for the price of $60.25, and that so much of said $200.00 was to go to pay for said Hogs, and that the residue of $139.75, is a proper credit on the land purchase, And this being the explanation of the language used in said paper, I shall credit the Land Matter with $139.75 on account of said receipt as of January 22 1861.

The paper marked (HH) with Defts answer, is an account in his favor against the Pltff William A Jones, for corn, Rye, Wheat, Coffee, Oats, cash, &c furnished by the defft to the plaintiff W A Jones, Commencing in March 1859, and ending in the year 1870, Amounting in the aggregate as added up to $179.05.

The defendant claims in his Answer that at the time he was furnishing the plaintiff with these articles it was understood expressly between them that these articles were all to be paid for out of what was due on the land purchase, But

what was due on the land purchase; But

9 whatever may have been the understanding and agreement at the time, the Pff now denies that there was such agreement, and he insists that as the purchase money is due the female Pff, and not to him, this account which is against him as an individual, cannot be pleaded as an offset by the dfts against what he owes his wife, & that the dfts must look alone to him for the payment of said account, but not only this the Pff pleads the Statute of limitations as to the entire account, and this plea is certainly good as to the entire account, if it is to be treated as standing on its own merits alone, but if the articles furnished by the dfts and charged in said account, were received by the plaintiffs in good faith, as partial payments on said land transaction, then the said account ought to be applied as a credit thereto, but for reasons to be presently shown, I think it scarcely worth while to bother much with this matter of account.

The Pff Wm. H Jones also produced an account before me against the dft James F. Jones, which I here with file Marked (E). This account commences in the year 1856, and the last item is charged in 1880. and this account amounts to about $207.76, and is made up of three items, two in 1856 and one in 1880.

As to this account the dfts also pleads the Statute of limitations and he perhaps did so, at my suggestion

The first two items charged in this account seem to lee in Sept 1856, One of which is 200 bushels of corn at 50 cts per bushel making $100.00, and the other item is for cash loaned $10.00, and the defft denies owing either of said items. These two items are charged while the female plaintiff was the wife of A J Haben, and she says that James F Jones and Jackson M Jones his deceased brother, were in partnership in buying feeding and driving hogs during the year 1856, and that said Jackson M Jones as a member of that firm, bought said corn, and fed it to the partnership hogs, and that the defft as a member of that firm is liable to her for the price of the corn, and so of the $10.00 cash loaned. The defft says it is possible such transaction was had, but if so he has long since adjusted that matter with his brother Jackson M. Jones; I did not attempt to take any proof with reference to this or the preceeding account. because they were so old and State that the parties must have forgotten many of the facts connected therewith, or would not be likely to remember them accurately.

The third and last item in this last account is one of recent date, having been lately charged by the Pltff against the defendant. It seems that the defft Jas F. Jones was the owner of one or two small judgments against the plaintiff Wm A Jones, and that the latter

held against the former a balance on about two Judgts.

These two parties met about March 1880, and settled between themselves these balances due them respectively, and upon this adjustment of these Judgts, it seems there was a balance due Wm A Jones of $97.76 from James F. Jones, and the parties thereupon agreed that said sum should go as a credit on James F. Jones account against William A Jones, and the former gave the latter a Statement in writing to that effect, which is herewith filed marked (F); The Plff having accepted this writing in settlement of these Judgts, he is no doubt bound thereby, and by this transaction the defts has collected on his said account against the plaintiff $97.76 and this item being thus disposed of, it leaves of the plaintiffs account against the defts, the sum of $110.00, exclusive of interest, and it reduces the defendants account against the plff to $81.29 exclusive of interest, so that if it were admitted that the whole of each were just neither party could suffer much by simply Jumping accounts as the saying is, and considering themselves even, so far as these matters of accounts are concerned, and since the parties have not done so, and have each pleaded the statute against the other, I shall Jump their accounts for them, by supposing and considering that one pays the other in full and no more; and I now dismiss these claims entirely so far as this account is concerned

Having thus disposed of these mutual accounts between these two parties, we again come to the consideration of the land matters:

Last July I took the deposition of John P. Graham in in this cause, who had then recently been doing some Surveying for Mr Orr of the lands of James F. Jones, and Dr Graham was then of opinion that the tract of land of 66 acres involved in this Suit, only contained about 53 acres, and a fraction; and that the dower lands fell something short of the estimated number of acres:

Last week Dr Graham at the request of the defendant, went upon the Supposed 66 acre tract, and ran around the same with the exception of the closing line, and he now ascertains that this piece actually contains 61 acres & 37 poles; and not 66 acres as heretofore Supposed, and if we take this last estimate to be correct, and I suppose we may, it shows a falling off, or a falling short, of about 4 acres and 123 poles, and on account of this deficit of land, the defendant claims an abatement out of the purchase price equal to the value of 4 acres and 123 poles

From the time dower was assigned Mary Jones in 1854 or 1855 down untill recently, her dower was Supposed to cover 330, and in all their land transactions where it was brought in question, it was no doubt treated as containing that quantity, and one twelfth thereof would be 27½ acres., and this no doubt each heir thought to be his share of the dower

acres., and this no doubt each heir thought to be his share of the dower

13 It turns out however if D. Grahams calculations are correct, that said dower covers only 316½ acres instead of 330, showing a falling short of 13½ acres in the supposed quantity, and this would reduce each share in the dower a fraction more than one acre, And if the parties, at the time they were contracting about the dower interest, considered that there was 27½ acres, as I have no doubt they did, then the defft will not get by more than an acre, what he supposed he was getting according to D. Grahams Calculations. The falling off in the dower interest is so small I think it hardly worth considering very seriously, but as to the 66 acre tract the loss will be considerable, and as to this I will prepare a Special Statement of the account so as to show what the result will be, if your should determine to allow the defft an abatement out of the purchase Money for the deficiency in the land, and that question is referred to your honor for decision:

Having now Ploughed over this matter of abatement and referred it to your Honor, we come to the last matter involved in the suit so far as the account is concerned, and the same matter was substantially detailed in the Chancery cause of Melissa Jones &c vs against James F. Jones admr. &others, but I will here again relate the same in substance

In the Spring of 1849 the female plaintiff was first married to one A.T. Haben with whom she lived until the 26 th day of December 1852 when said Haben died and she became a widow, and she so continued until March the 10th 1858 when she intermarried with her present husband Wm A Jones

While the female plaintiff was the wife of said Haben to wit on the 9 th day of February 1850 he, James F Jones and other 5 heirs of Stephen Jones decd bought of J.T. Jones another of said heirs his interest in the real and personal estate of said Stephen Jones for which they were to pay the Sum of $2300.00 by the 1st of Aug 1850 which is shown by a paper herewith filed Marked (A)

The One seventh part of that sum is $328,57 and each of said seven were to pay that sum to said J.T. Jones and that paper shows by a credit on the back thereof that A.T. Haben on the 4th of Oct 1851 paid $125. thereof.

Probably about February 1851 a Similar purchase was made by A.T. Haben James F. Jones + 5 others from Ransome Rupell of his interest in said estate at the price of $1800. 00, of which each of the 7 were to pay an equal part, equal to $257. 14, and perhaps about the same time said parties made a third purchase from Solomon Collier of which each ones liability thereof was about $75.00, and on this purchase said A.T. Haben paid $75.00 in his lifetime sometime after the same fell due

The aggregate liability of A.T. Haben for these three purchases, if I have made no mistake in the calculation amounted to $660.71, and among all the old papers shown me by James F. Jones, I see no evidence of any payments made by said Haben except the two referred to, one of $125.00 and the other $75.00 making $200.00 in the aggregate; These debts have certainly all been paid and who has paid them? James F. Jones says that he fully paid A.T. Habens part thereof for him except said $200.00, and he so swears, but his evidence cannot be taken to establish the fact, He has possession of the written obligations, but this is not conclusive, because he being one of the obligors would be as much entitled to their possession as any one else, after they were paid and discharged, so that we have no conclusive evidence on the subject.

The strongest circumstantial evidence I have seen are, the credits endorsed on said papers (A) and the calculations and statements made on some old papers herewith filed marked respectively (G) & H. showing the several payments made by the several parties on these purchases, and what was then due and owing by each, These papers are certainly old made purchases in 1853 or 1854, one in the handwriting of Joseph A. Jones, and one in that of James F. Jones, and while these are not conclusive judicially considered yet I am fully convinced in my own mind

that James F. Jones paid all of said A.J. Habens liabilities on account of said three purchases, except said $250.00; All the credits entered on said paper (A) seem to have been made in the lifetime of said A.J. Habern as well as many of those mentioned in said papers (G & H)

A.J. Habens share of these liabilities was certainly paid by some one for in the partition of the lands of Stephen Jones decd his proportion of these three purchases was laid out and assigned to his two heirs at law subject to the dower rights of the female plaintiff, and it is these lands which the female plaintiff undertook to sell to the deft the 23rd day of Oct 1855, as shown by her bond of that date filed with defts answer marked (A A), and before referred to in this report:

These lands were sold under a decree of the circuit court of Lee County by a commissioner appointed by one of your Honors predecessors, in the Chancery cause of Wm A Jones guardian &c. against his wards S B F. Haben & others, the heirs of said A.J. Haben; At this sale so made by Com. Barron, James F. Jones bought a part of said lands at the price of $425.00 and John Riddle bought the residue at the price of $208.00 aggregating $633.00 all of which has been paid for Mr Barron as such Com. has made J F. Jones a deed for the lands so bought by him as shown by the deed filed with his answer marked (E E)

17

Of these sales Mr Barron as cont. paid to the female Plaintiff as shown by his report in that cause on account of her dower, and in lieu thereof, the sum of $171.71, and to Mr. A Jones as the Guardian of A.J. Habens two children, the resedue of $461.29; For these lands thus sold by a decree of court, the deft holds the female plaintiffs bond in the sum of $600.00, entered into by her at a time when she was competent to obligate herself, but since she is not now seeking to recover their value, and the deft has acquired them thereby the source indicated: he has sustained no damage, the bond I should therefore think could be regarded as a nullity and as entered into under a mistaken apprehension of rights at the time.

If the deft has as he claims paid A.J. Habens part of said three purchases except $200.00, and I believe he has done do, we then see by these transactions that the female Plff and her husband have realized $171.71 and her two children $461.29 On account of an outlay by A.J. Habens of $200. and if the deft has no remedy in this Suit, then he has paid for said A.J. Habens about $460.00, and the Plffs and her children have got the benefit thereof, and I have presented the facts so that your honor may have the benefit of every thing in shaping judgment on this point, for the defendant claims that he is entitled to a credit on this land purchase for the sum of money paid by him for said A.J. Habens on said three purchases I have however presented the most favorable view of the case so far as the defendant is concerned, and I will now refer to the other side of the question

In the case before referred to of Malissa Jones & others by &c.
against James F. Jones admt. & others which was brought to
have a final Settlement of the estate of Stephen Jones decd
as between the heirs and admt so far as the personal estate
was concerned, the dft. pleaded this same matter
as an offset or a payment to the female plaintiff as to her
part of the personal estate which had not at this time been
paid and in that suit I reported in favor of allowing it
as a payment of what was found due the Plffs from the dft
as admt. of Stephen Jones decd. but no judicial action was taken
on my said report. By the statement of the account in that
case as well as I now remember, I found there was due
the female Plff in the year 1861 about $345.00 which was
not equal to the sum claimed by the dft to have been paid
by him for A.J. Haben, but I applied the one to the other as
far as it would go, leaving a balance still due the dft.
from the estate of A.J. Haben. As before stated no action was
taken on my report, and the plaintiffs in this suit are now
talking of bringing a suit against this dft as such admt.
to recover said $345.00 due the female Plff if the dft
cannot successfully plead his claim against A.J. Haben in payment
thereof. My own opinion now is that the reasons for allowing
one of these claims as a payment of the other is much
stronger in that case than in this, for at the time said
three purchases was made and perhaps at the time that the dft
paid his money therein for A.J. Haben, the latter was the husband

of the female plaintiff and as such was to say the least of it
respectively entitled to all his wifes personal estate, and
this relation of the parties then existing, the deft might very
reasonably say I as adm^r am owing Haben wife some money
and Haben and I owe J.J. Jones so there for land I will pay J.J.
Jones so there for Haben, and he and I will will adjust the
matter between ourselves; but such reasons as these, be they
ever so worthless, do not exist in this case so far as I can see

Beside this however we see that James F. Jones when the
suit was brought by W.H. Jones for the purpose of selling the very
lands which he in the main had paid for according to his
present pretension, stood by, suffered them sold, and actually
purchased a part thereof without once setting up, or
attempting to set up this claim, to me that suit it seems
was the most appropriate place for him to have asserted
his claim for purchase money, for purchase money it certainly
was if paid by him in fact. But in addition to this
there descended to A.J. Haben from his father B.F. Haben a
valuable tract of land in his own right worth perhaps from
$1000.00 to $1500.00 so that it cannot be said that his estate was
insolvent, and this land remained in the hands of his heirs
until quite recently if it is not still in their hands And
yet the said James F. Jones has lain still till all these lands
have passed beyond his reach, and then claims that his
sister shall pay him for this his negligence & laches

A J. Haburn died in Dec.r 1852 and in 1855. while the female plaintiff was a widow with two children on her hands looking to her for a Support, the defft contracted with her for all her lands and agreed with her to pay her such Sum therefor as they should be valued at by three gentlemen then named and at the time no doubt the defft had paid for said Haburn all that he ever did pay for him on said purchases Ought he not at the time he was making this purchase to have told his Sister that if he purchased her lands she must out of the price thereof pay him what he had paid for her first husband. this it seems could have been fair dealing with a widowed Sister, and if this had been done and she had assented thereto, then she certainly ought to be required to comply with her contract, But so far as I have seen no pretension of that sort is made and no contract of that sort set up or attempted to be set up

Let us suppose for a moment that the defft had communicated to the female plaintiff at the time he was making the purchase from her, what he then intended as now disclosed, What is it reasonable that she would have said in reply to such a proposition? It seems to me it could have been quite natural for her to have said It is right Frank that you should be paid all you have advanced for A. J. Haburn and here is the identical land for which you paid your money reimburse yourself out of it, it is within your reach and

inburse yourself out of it, it is within your reach and

beside that A T. Haben inherited from his fathers estate valuable lands which are liable for his debts, & inburse yourself out of them, I am a widow with two children it stands me in hand to hold on to all my father left me in my present condition since I can and ought to do so without injuring you, you having ample means to look to for re-imbursement:

On consideration of all the facts of the case I am of opinion that the money paid by the defts for Andrew T Haben on account of said three purchases is not a proper and legal credit on the purchase money due the female Plaintiff in this suit:

If I am in an error in the opinion just given I trust your Honor will correct it And I will then undertake to make the calculations and apply the credit as you may direct

If any report in the case refused to should hereafter be confirmed, the defts would get in that suit as of 1861 the sum of about $345.00 of the money paid by him for Haben if he fails there and here, then it is lost, and he will have no one to blame save himself hard as it may be:

Some of the persons interested in the suit of Gose Gose vs James F. Jones desired me to report the fact that the 61 or 66 acre tract had been fully paid for, so as to remove the purchase money lien therefrom, and throw such lien as may remain in force on the dower and other lands. but this I cannot do for the purchase is general, and the receipts for payments are general in their terms saying that the sum need is to be accounted for on land matters or land purchase:

I can report however that a Sufficient Sum has been paid by the defts. to pay the price of the 66 acre tract and purhaps something more, but as the parties have not so specified them and the contract being general in its terms as well as the receipts for payments it seems to me that I would be transending my authority to undertake to specify the payments to the discharge of the purchase price of any particular piece lot or parcel, I shall therefore try to follow the contract as near as I can according to the construction already laid down with reference thereto, in the Statement of the account now to be prepared and submitted herewith as a part of this report. I now herewith file two Statements of the account One of which is marked (I) and the other (J) The one Marked (I) shows the Sum owing by the defts to the Plaintiffs calculated down to January the 22nd 1881. if no deductions are made on account of the falling short of the land sold and the other shows the sum due calculated to the Same time if an abatement is made for all that Dr Graham says it wants of the quantity bought for supposed to be in each Separate piece The first of said Statements shows a balance of $1807.26. and the other a balance of $1488.51 being a difference of $318.75

These calculations have somewhat surprised me although I have made many of a Similar character it is considerably more than I had expected. and it

illustrates very forcibly, the ruinous policy of going in debt, and those letting the matter rest for a number of years. Since I have completed these two Statements of the account, disclosing such a large balance even by the most favorable one, my sympathies are awaked for the defendant who is already overwhelmed with debt without this additional load. I would therefore suggest to the plaintiffs the propriety of consenting to adopt Statement (J) and not resist it. And I do this because I have no doubt that all parties connected with the transaction regards the one as containing 66 acres and the other 27 1/2, and whether they were bought and sold and valued in gross or by the acre ought in justice to make no difference because the most favorable view is and will be expressly found in the defts. in his strained circumstances

When I first came to read the plaintiffs bill last July, I found that their counsel had admitted therein that $2000.00 or thereabout had been paid them on the purchase money, and I then said to Col Pendemore that the proof would not support that admission but would fall short of it. Col Pendemore said as there had been no disavowance he would amend the bill in that particular and did so.

I have now given this your Honor every credit

Respectfully Submitted

Henry J. Morgan Com.

The within report is excepted to in so far as it computes interest on the dower interest sold by Mancasham Jones to James F. Jones it being valued to him at $700.00; it is submitted that this is great injustice to Hawes, making him pay interest on 700$ for 15 years when he did not ~~~~ get possession until 1871. It is submitted, that this title bond & the instrument executed at the same time should construed together, & as the plff has not complyed with her contract she should not be allowed to hold this deft to the last cause of bond her contract was to convey good title in 3 months, & it does nearly 2 years before any attempt at making a title was made by plff. This report is excepted to because by the title bond & deed that & the bonds herein is a penalty of $600.00 to convey other lands to this deft which is not done by her at all, & this deft is allowed nothing for this, it is submitted that it appears this deft was compelled to pay for these lands twice paid before & once after his purchase from the plffs he ought to have pay from the plff who had the benefit of his first payment according to his bond.

Morrison & D

Commissioners fee $10.00

Filed March 17th 1868.

John C. Orr, D.C.

James F. Jones

vs

Commrs. Report

&

Wm. F. Jones & wife

Commissioners Office Jonesville Va. March 6 1882

William A Jones & wife Pffs
Against
James F. Jones Deft } In Chancery

To the Hon. John A. Kelly Judge of the Circuit Court of Lee County Va.

By a decree of your Honor entered in this cause on the 7th day of April 1881. the undersigned Commissioner was directed to ascertain and report what would be a reasonal and proper sum to be set apart, and settled on the female Plaintiff for the seperate use and maintainance of her and her children out of the proceeds of the sales of the land heretofore decreed to be sold in this cause, And to report a scheme for such settlement upon her

On this 6th day of March 1882 the two plaintiffs and the defendant were before me pursuant to notice from me in order to look after their respective interests And from them I learned some facts which I shall perhaps refer to during the cause of these remarks which I do not now intend to be very lengthy:

The land sold by Comr. Pridemore on the 17th of May 1881 brought the sum of $1500.00 And the costs of suit and commissions on Sales amounted to $99.96 which left as the nett proceeds of said Sale the sum of $1400.04 and this is the fund now under consideration.

This Sale made by Col. Pridemore does not pay the Peffs debt and costs by about or a little more than one hundred dollars, and while this seems to be True, it is also True that all the land liable for the plaintiffs debt has not been sold, The decree under which said sale was made, directs only the tracts known as the 66 and 27 acre pieces to be sold leaving out altogether the female plaintiffs undivided interest in the lands owned in fee by her mother Mary Jones decd and which formed a part of the land sold by the female plaintiff to the defendant, and which I charged to the latter at the price of One hundred and seventy eight dollars as will be seen by any former report in this cause, and when this is sold if it should bring as much as $100 - as I have no doubt it will, then it will pay the balance of the Peffs debt, and we will then have in round numbers $1500.00, out of which this settlement on the female plaintiff is to be made:

The female Peff in the bill claims this extra fund as her own seperate right and property, and her counsel for a while contended for it all on her behalf, while the creditors of her husband the said William A Jones insist that he has an interest therein, and to that extent claim to be substituted to his rights or interest therein by virtue of their Judgments & other liens.

Among the creditors of said William A Jones, Col Shoemaker as adm^r of Henry S Kane decd is the principal one of which I have any knowledge, And these claims are in the nature of Judgments and now amount to some where between $1200.00 and $1600.00 as well as I now remember.

These Judgments or Judgment were obtained by Col Shoemaker on note or notes executed many years ago by William A Jones, with James F. Jones his security to David R. Kane in his lifetime and were changed to Henry S. Kane as adm^r of said David R. and thus became due Col Shoemaker as adm^r of H. S. Kane

Mr R A Ayers as Counsel for Col Shoemaker at the last Term of your Honors court, Submitted a proposition in writing which is herewith filed & marked (A 2) by which he agreed to accept in discharge of the Judgment or Judgments due Col Shoemaker from Wm A and James F. Jones, the Sum of four hundred dollars, out of the proceeds of the sales of the lands sold & to be sold in this cause, and that the residue of said Sales might be set apart for the seperate use and benefit of the female plaintiff, provided, your Honor would certify that such a Settlement would be advantageous & beneficial to Mr H. S. Kanes estate And this I am informed your Honor declined to do.

The Peffs are willing to accept this proposition, and as I think they certainly ought to be, for by this use of $400- they will be enabled to pay and discharge at least $1200. of a binding and existing debt against Wm A & James F. Jones

and the latter is more surely secured, with his own pecuniary obligations, without being called on to pay the debts of others, and if said Judgements are thus paid, the Pltff Wm. H. Jones will have in this way realised out of his assets for safety in this transaction alone a Sum nearly equal to the purchase price of the land sold & to be sold in this cause, In a general Sense then it might be said, that Creditors of Wm. A Jones will get the benefit of the entire proceeds of sale in this view of the subject, at all events, these Judgements would be cancelled and out of the way of other creditors of said Wm A Jones, so that as to him and all others of his creditors, Save Col Shoemaker there would seem to be little dificulty And as to him a more serious doubt might possibly arise, for he represents the estate of a dead man, who has left a widow and children whose interests must be guarded and protected, Let us consider for a while what the female Pltff inherited from her father and Mothers estates, and trace the same as far as we can, and see as far as practicable what has become of it, and then look at her present pecuniary condition as far as it is known to see as far as these considerations ought to bear upon the subject, whether or not a $1000 - $1100 - or $1200.00 would

subject whether or not a $1000.- $1100.- or $1200.00 would

5 be an exorbitant Settlement upon the female Pltff. out of
the proceeds of the sales of her land. She is the daughter
of Stephen and Mary Jones dead, and from both she inherited
both real and personal estate. The adm'r of said Stephen
paid to her first husband out of his personal estate some
three or four hundred dollars, and the adm'r of said
Mary paid to her present husband about $150.00, The
lands in Lee County which she inherited from her father
she sold the same to her brother James F. Jones for the sum
of $2225.00 as shown by my first report, and she and
her present husband sold land which descended to her
from her father lying in Wise County, and received
therefor about $486.00 which has been used by her present husband.
And she then sold her interest in her mothers real estate to
said James F. Jones for $178.00 Now taking these sales of
land as a basis it would seem that she had realised
or these had been realized at least $3339.00 from the two estates.

Not long after her sale of land to Jas. F. Jones She purchased
of one James Crabtree the farm on which she and her
husband now live containing originally some four or five
hundred acres, and for which she was to pay about
$3000.- James F. Jones at one time paid to said Crabtree
for the female plaintiff toward the purchase price thereof
about $1582.00 and this sum is credited on his purchase
from her as shown in my former report in this cause
and said Jas. F. Jones at a Subsequent time paid the further

Sum of $139.75 which is understood to have gone as a payment on said Crabtree land, And as to the balance of the purchase price thereof it seems to be conceded that the two plaintiffs in some way managed to pay the same. Out of the Crabtree land the Peff W A Jones says he has sold to the following persons the following parcels thereof and deed and used the following sums to wit Jeremiah Daugherty 75 acres for $675.00 To W T. Roop 17½ acres for $175.00 to E H. Barolin 50 acres for $400.00 to Frank Haban for 44 acres for $440.00 Making in the aggregate $1690.00 so that he has gotten back at least as much as he paid into the purchase price thereof out of said land. In addition to this W A Jones says that he sold a small piece of land which his wife inherited to John Riddle for about $100. and the land in Rose for $486.00

What remained of the Crabtree land, after taking off the above mentioned parcels, the said plaintiffs a few years ago conveyed the same to a trustee to secure a debt due Job Hoobs, and some time afterward said Trustee advertised and sold the same to pay the debt secured when the same was bought by one of the sons of the Peffs at the price of some $420- or $430.00 which after paying the trust debt, left something over $100.00 Surplus and this surplus it is said the County Court has directed to be paid to Col Shoemaker on said judgment.

I do not know what arrangement may be between the female plaintiff and her son as to the purchase of said land and the terms on which the latter

holds it, but so far as I know the son is the bona fide holder thereof, at least I suppose he has it in his power to hold the same against his mother as well as all others. And if that is its condition, the female plaintiff has but little left save what shall or may be settled upon her in this suit

So far as I can see the personal estate of her father & brothers is gone, the proceeds of the sale of his real land is gone, the money received from Riddle is gone & the $1721.00 fraudly J.F. Jones into the Crabtree land is gone as well as the land itself. It is true at the same time that the female plaintiff has and doubtless will buy or purchase back at a price not exceeding $1700.- the same land which 20 odd years ago she sold for $2403.00 but out of her repurchase she will have to pay her attorney a liberal fee and she is then called on to pay Col. Shoemaker $400.-

The entire premises considered I am inclined to think that what may be left after the payment of $400.00 to Col Shoemaker on the terms proposed and the payment of said fee will not be an excessive settlement on the female Plff out of the sale of her lands. I therefore resolve in favor of the Settlement of said Judgment on the terms proposed by Col Shoemaker through his attorney Mr Ayers, and that the residue of said purchase money be set aside and apart for the separate use and benefit of the female plaintiff & her children

And that your Honor make such certificate as will protect Col Shoemaker in his fiduciary character

In the few cases of this character which have been before the Supreme Court of the State and which I have seen, that Court has not given us any rule or made any suggestion as to a mode or rule to be adopted in ascertaining what could be a reasonable Settlement on a wife in cases like this, And it is to be regretted that it has not done so, for what one man might think could be a reasonable and fair apportionment to the wife, another might think greatly inadequate or grossly excessive, In the two or three cases to which I have referred that tribunal decided only that the wife in the cases then before it was entitled to such a settlement.

As to a scheme upon which to make this settlement all I can say is, that if the same is to be made in real estate, I suppose the same ought to be conveyed by a commissioner of the Court to a trustee to be designated by the court and he to take and hold such real estate for the sole and seperate use and benefit of the female plaintiff and free from any claim and demand against her husband, that she be allowed to live thereon if she chooses so to do and if not that said trustee rent the

if she chooses so to do. and if not that said Trustee rendu

the same, and pay to her annually the rents & profits

If said Settlement be of personal estate then it occurs to me the same should be placed in the hands of some safe and prudent person and be placed under bond (with security) and directed to loan out the same and to pay to her annually the accruing interest, and this to continue for the first 10 years and then for the 5 succeeding years pay her the accruing interest annually and $20.00 each year out of the principal, and for the residue of her life should she live more than 15 years pay her the annual accruing interest and $30.00 of the principal until the whole is at this rate exhausted should she live long enough so to do.

All which is respectfully submitted

Henry J. Morgan Com.

Wm A Jones wife

vs. } Comm's Bond & Recorte

James F Jones

Filed March 23rd 1882

J. A. Wyatt

Clerk

Commissioners fee $9.00

To the Hon. John A. Kelly Judge of the Circuit Court of Lee County Va

The undersigned who was appointed a special Commissioner in the chancery cause of "Wm A. Jones &c &c against James H. Jones" begs leave to report that pursuant to the decree therein rendered April 7th 1881 he advertised said land as therein directed and on the 17th day of May that being County court day offered the same for sale to the highest bidder. The female pltff's Mrs Jones bid off the same at the price of $1500. That being the highest bid the same was knocked down to her. She then arranged with your Commissioner and the parties to whom the same is due the costs & Commissions of said suit & sale, the costs as taxed by the Clerk is $60.96 including $5. estimated which is not enough as an additional account is already ordered. The Commissions due your Comr amount to $39. this & the costs above leaves the sum of $1400.04 for which sum Mrs Jones executed her bond with her husband and John Riddle her security therein for the same. As the debt is justly due Mrs Jones your Comr was not particular the sale is as good as can be made since the land will never at seems sell for a sufficiency to pay the debt & costs. All of which is respectfully submitted

A. L. Redmond Comr.

June 28/81

Wm A. Jones wife

vs

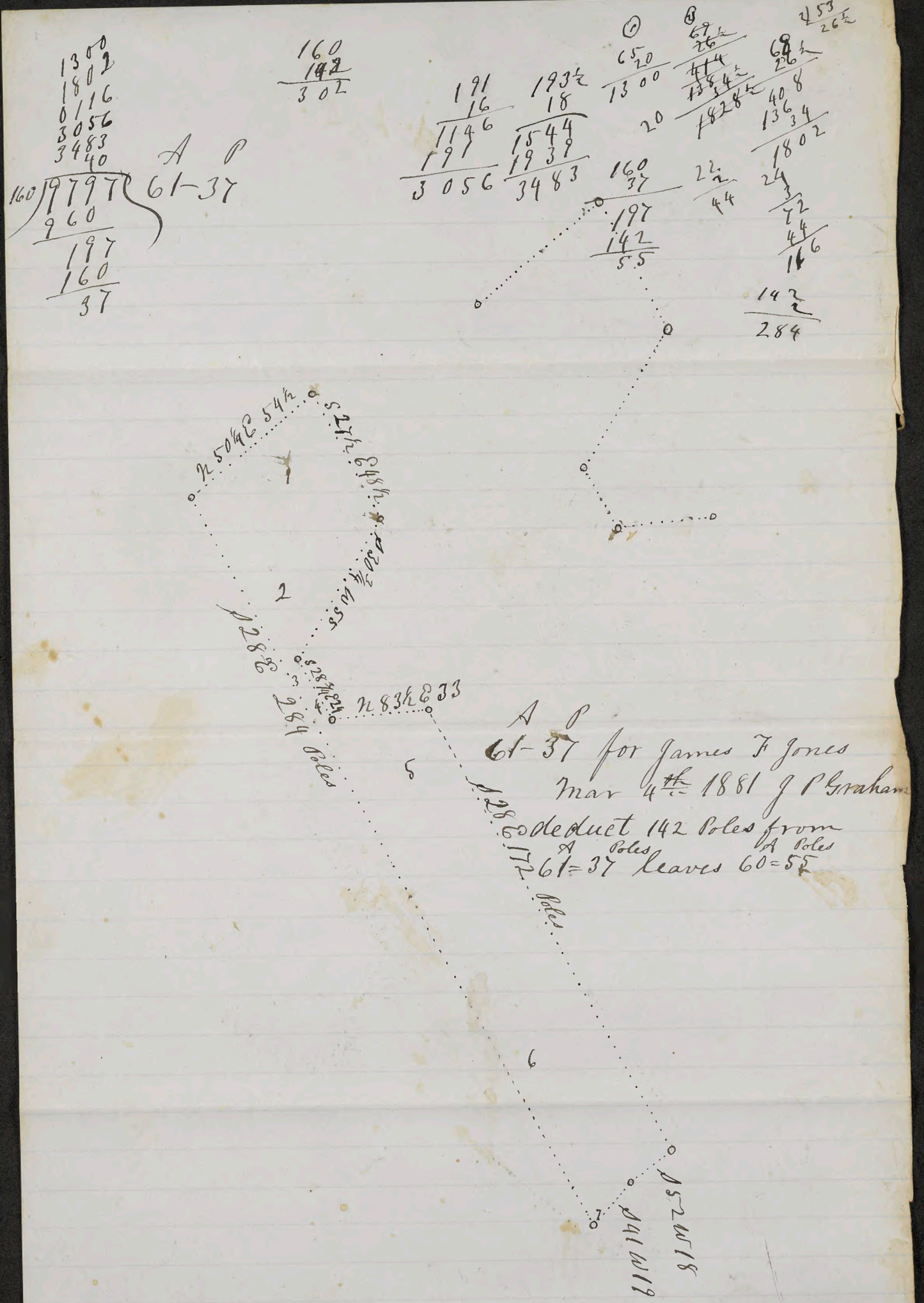
S. A. L. Pinckney Com.

Report of Sale.

James H. Jones et als

Filed June 30th 1881.

Jas W Orr. Clerk.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for James F Jones
Mar 4th 1881 J P Graham
deduct 142 Poles from
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96 96
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Graduated Plate
61 Acres 37 rods

Know all men by these presents that we Randolph Riddle - Lodena Wyatt and William Ward are held and firmly bound in the penal sum of thirty six hundred dollars Lawful money of virginia - The payment of which we bind our Heirs our selves Executors - assigns & well and truly to be made as witness our hands and seals this first day of February 1851.

The condition of the above obligation is such that if the above bound Randolph Riddle - Lodena Wyatt and William Ward shall make or cause to be made unto William P. Jones - James F. Jones - Jackson M. Jones - John M. Crabtree and Andrew J. Haboum a good and suffecient Title and full Conveyance in fee simple of five Eights of all the Interest - both Real and personal of Ransom Ruysell, which he derived by Heirship from the Estate of the late Stephen Jones Decd and purchased of the said Ransom Ruysell by the said William Ward - Randolph Riddle - (Jonathan J. Jones and Nathaniel Wyatt) by the first day of august 1857. Then the above above obligation void and of none Effect otherwise remain in full force and virtue at Law.

This first day

Signed in the presence of
Jonathan J Jones

Randolph + Riddle his mark (Seal)
Lodena + Wyatt her mark (Seal)
William Ward (Seal)

7/2300 60
328 57 7

Wm Ward
and Others
Jol. Z. the Bond
}
No 1

In the Chancery Causes of
Wm C Fugate for &c vs Wm A. Jones
et al, heard together with
the cause of Wm A. Jones & wife vs
James F. Jones, as counsel
for James L Shoemaker Admr
of H S Kane Dec'd. I agree
for and in his behalf that
the Court may decree to said
Shoemaker the sum of Four
hundred dollars out of the
proceeds of the sale of the
land sold by Comr Pridmore
to be paid his rata out of
the purchase money as it
falls due and the remainder
to be settled upon Mrs. M. A.
Jones, and Wm A. Jones released
from all further liability
upon the judgment against
him & J. F. Jones, provided
the Court shall decide
and so certify in the decree
that such a settlement
and compromise of the
case is proper to be made
by the said Shoemaker
acting in a fiduciary
capacity and advantageous

to the estate. It is further also agreed that the sum of One hundred & two dollars & fifty cents Commissions due from said Shoemaker Admr. in the Chancery Cause of James L. Loyd Admr Vs B. W. Barker & others shall be deducted from said Four hundred dollars and paid to Comr A. L. Prudemore should this proposition be ratified.

August 27th 1881

R Allyn Atty
for J. L. Shoemaker
Admr of Estate

Agnes Prosecution

(A 96)

Commissioners Office Jonesville Va. January 31. 1881.

William A Jones's wife Pltffs.
vs. } In Chy
James F. Jones Deft }

The parties to this Suit will take notice that at my office in Jonesville on the 23rd day of Feb. 1881. I will resume the consideration of the matters referred to me by a decree entered in this cause on the 6th day of Dec. 1879. At the place and on the day aforesaid the parties must appear.

Henry J. Morgan Comt.

Wm. A. Jones & wife

vs. } Notice - Feb. 23/81

James F. Jones

Executed
H. Mch. U. S.

(B)

This Deed made the 21st day of February 1872 between William A. Jones and Manasha ann Jones his wife of the one part and James F. Jones of the other part all of Lee County Virginia Witnesseth That for and in consideration of the Sum of Twenty three hundred dollars, ~~the receipt of which is hereby acknowledged~~, the Said William A. Jones and Manasha Ann Jones his wife of the first part have granted bargained and Sold and by this deed do hereby Grant bargain Sell and Convey to the Said James F. Jones all their right title and interest in fee Simple to a certain tract or parcel of land lying and being in the Turkey Cove in Lee County Virginia on the north Side of Wallens ridge it being the Same tract that was laid off to her in the partition of the lands of Stephen Jones deceased She being an heir of the said Stephen Jones deceased and late widow of Andrew J. Haborn deceased and which is bounded as follows to wit: Beginning on a Mulberry post on a line between Samuel Duff deceased and Absalom Fickle thence with the line of Nathaniel Wyatts heirs S30E 50 poles to a whitoak on a hill S29W 54 poles to a mulberry post in an orchard S30E 24 poles to a pile of rocks in or near a Spring branch N81E 32 poles Splitting the Spring in the middle to a locust post in a field S30E 183 poles to a Stake on the Top of Wallens ridge thence with the top of Said ridge S45W 37 poles to the Corner of Mary Jones Dower thence with a line of the Same N30W 290 poles to a post in an old waggon road thence with the aforesaid line of Duffs N49E 55 poles to the beginning Containing Sixty Six acres more or less with all the appurtenances And the Said Wm A. Jones and Manasha Ann Jones his wife for the Consideration aforesaid do hereby also grant bargain Sell and Convey to the Said James F. Jones all their undivided interest in the Dower of Mary Jones deceased which they now have or may hereafter be entitled to either by

heirship purchase or any other way including all their interest in purchases of lands made by said Mary Jones which they also hereby grant bargain Sell and Convey to said James H. Jones and for a more particular description of the said Mary Jones Dower a reference is hereby made to the Commissioners report assigning her dower. And for the Consid-eration aforesaid the said William A. Jones and Manasha Ann Jones his wife do also further grant bargain Sell and Hereby Convey to the said James H. Jones all their right Title and interest in a certain tract or parcel of land lying in said County of Lee on the north side of Wallens ridge it being the same tract of land that was laid off to Andrew J. Haborn's heirs out of the lot that was drawn in the name of Jonathan J. Jones bounded as follows to wit: beginning at a mulberry post four poles North of Williamson Coomer's Corner N 43 E 21 poles to a mulberry post corner to Mary Jones lot N 30 W 49 poles to a locust post on a line of Wyatt's heirs S 42 W 20 poles to Mulberry post corner to James H. Jones lot and with his line S 29 E 48 poles to the beginning Con-taining Six acres more or less with the appurtenances.

And for the Consideration aforesaid the said parties of the first part do hereby also grant bargain Sell and Convey to the said James H. Jones all their right title and interest in the lands purchased by Andrew J. Haborn deced from Solomon Collier Jonathan J. Jones and Ransom Russell for a description of which reference is hereby made to Deeds of Conveyance made by them and it is the understanding & agreement between the parties to this deed that it is in-tended to Convey and does Convey to said James H. Jones all their right title and interest they have in the real estate once owned by Stephen Jones deceased whether acquired by purchase or otherwise situated viz Lee county Va. and all the right title and interest they now have or may hereafter have in the Dower of Mary Jones deceased whether derived by purchase heirship or any other way and also all their interest in purchases made by Mary Jones deceased including all their interest in the lands ~~except the~~ of Thompson Haborn deceased except the land which descended to him from his father B. F. Haborn deceased and except the land She Sold to John Riddle and this deed is also intended to Convey all their right Title & interest in the tract of land Conveyed by Solomon Collier to Andrew J. Haborn and others and any other interest they have in the real estate of Andrew J. Haborn deceased except the land he inherited as aforesaid from his father B. F. Haborn deceased.

And the said William A. Jones and Manasha Ann Jones his wife do hereby Covenant to & with the said James H. Jones that they will warrant generally the right title and in-terest in the said lands against the Claims of all persons whatever. Witness the following Signatures and Seals.

Wm A. Jones (Seal)
Manasa Ann Jones (Seal)
her mark

Virginia Lee county to wit
This day Wm A. Jones personally appeared before me the undersigned in my office, and acknowledged the foregoing writing bearing date the 21st day of Feb. 1872, to be his act and deed Given under my hand this the 7th of August 1879

James W Orr. Clerk,
Lee County Court Va.

Virginia Lee county to wit. This day Minasha Ann Jones the wife of Wm A. Jones whose names are subscribed to the foregoing deed bearing date the 21st day of Feb. 1872, personally appeared before me and after being examined privily and apart from her said husband, and having the writing aforesaid fully explained to her, acknowledged that she had willingly signed and executed the same

and does not now wish to retract it -
Given under my hand this the 7th day of Aug.
1879.

James W Orr, Clerk of
Lee County Court Va.

Mrs. A. Jones & wife
c/o J. Reid,
Jonesville
Lee Co Va

Wm A. Jones & wife Pff
vs. } In Chy.
James F. Jones Dfts

The parties to this Suit having agreed that the undersigned might value the interest of the female Pff in the lands owned in fee by Mary Jones at the time of her death being one ninth part thereof. And we having had the matter under consideration are of opinion that said interest at the death of said Mary Jones was worth about $178.00

Given under our hands this 23rd day of Feb. 1881.

C. Henry

John A. Wyatt

Chas. J. Bailey

Wm A Jones & wife

vs } Award

James F. Jones

(2)

1856

James F. Jones to Mancha, Auburn &c

Sept.	20	200 Bu corn @ 50c	$100.00
"	"	Cash loaned	10.00
1860 Sept	"	Ballance on Judge from W. A Jones	97.76

Jas. F. Jones

In acct

(E)

March th 1880

William A Jones

is to have a credit

of 97.76 cents ninety

seven dollars & seventy

six cents on his

book account with

James F Jones at the

above named date

J F Jones

Jas F. Jones &
Wm. A Jones
agreement to Receipt

(F.)

Paid to Solomon Collier on land purchas

pd by James to Collier ₰125.00 Aug 15 1851	₰125.00
int on same 40 mts 10 day up to Dec 25 1854)	25.20
pd to same by same ₰200.00 Dec 25 1851	₰200.00
int on same 36 mth up to Dec 25 1854)	36.00
pd by same to same ₰200.00 19 Apr 1852	200.00
int on same 32 mts 7 days up to Dec 25 1854)	32.25
pd to same by same ₰80.76 July 20th 1852	80.76
int on same up to Dec 25 1854 29 mts 5 day	11.91
pd for recording dee from Sd Collier	1.75
	712.67

+ th. Aunt

(5)

Andrey J Isaacs Cr ₰1500 paid March 1852 1.75

int ons 34 months up to Dec 25 1854 12.75

87.75

Amt brought up

1st	Amt by J H Jones	$216665
2	Amt by Wm Ward	10078
3	Amt by J M Crabtree	7336
4	Amt by A J Haborn	14916
5	Amt by J H Jones	15514
6	Amt by Cr Wyatt	30740
7	Amt by R Riddle	709
8	Amt by J H Jones	71267
		75c6854
		72407½
	one 7 amt of J Haborn	23691
	or by his paym & int	48716½
	Ballance yet due from Jabez	

$48716
1533½
14614⅝
24356
4871½
2433½
7.47.70.6
4871½
$1805 47½ — To July 25th 1850

10
10 5
2 5
50 0

153½ ..... 307 to July 25th 1850

A calculation on payments on land purchased by J H Jones & others to J J Jones Russell Co

Paid by James H Jones to J J Jones	$72337
int on same 39 months & 3 days up to Dec 25 1854)	141.83
Paid to same By Same $328.39 oct 4. 1851)	32839
int on same 38 month 20 up to Dec 25 1854)	63.48
Paid to same by same $400.00 oct 7. 1851)	$400.00
int on same 38 month & 17 days up to 25 Dec 1854)	72.00
Paid to same by same $202.08 oct 7th 1851)	20208
int on same 38 mt & 17 dys up to Dec 25 1854)	38.90
Paid to same $56.00 recpt aug 1850	5600
int on same 52 month & 25 days up to Dec 25 1854)	14.75
Paid to Wm Carow $4.00 oct 31 1851	4.00
int on same 38 months up to Dec 25 1854)	76
Paid for recording deed from J J Jones	175
1st Amt	216665

Paid to Jonathan J Jones by Wm Ward in Land pur

Paid $64.96 oct 4th 1851	$64.96
int on same 38 month 20 days up to Dec 25 1854	14.34
Paid to same by same $18.00 oct 6 1851)	18.00
int on same 38 month 18 days up to Dec 25 1854)	3.48
2nd Amt	10078

Paid to Jonathan J Jones by John M Crabtree purchase on Con

By J M Crabtree $38.35 oct 6th 1851	$38.35
int on same 38 month 18 days up to Dec 25 1854)	761
Paid to same by same $23.13 oct 2. 1854	23.13
int on same 38 mt 22 day up to Dec 25 1854)	447
3rd Amt	7336

Payments Continued

Paid by Andrew J Haben to J J Jones

pd to J J Jones $125.00 oct 4	1851	$125.00
int on same 38 mts 20 days up to Dec 25 1854)		24.16
4th Amt		149.16

Paid on the land per share to Ranson Russell

Pd By James J Jones $213.22 (Jan 25 1851)		$213.22
int on same 41 months + 27 days up to Dec 25 1854)		44.77
to same by same $4.61 oct 1st 1851)		4.61
int on same 38 mts 25 days up to Dec 25 1854)		89
pd to same by same $438.00 oct 3d 1851)	$	4380
int on sam 38 months 21 days up to Dec 25 1854)		82.68
pd to same $52.76 oct 3 1851		52.76
int on same 38 mts 21 days up to Dec 25 1854)		10.20
pd to same by same $200.00 Apr 21 1849	$	200.00
int on the same 68 mts + 4 days up to Dec 25 1854)		68.00
pd to same by same by trea $146.00 Apr 21 1849)		146.00
int on same 68 mts 4 days up to Dec 25 1854)		49.64
pd to same by same $200.00 oct 7 1851)	$	200.00
int on same 38 mt + 18 days up to Dec 25 1854)		38.66
5th Amt		1551.43

Paid to Ranson Rusell on the land per shares

pd by Nathaniel Arnatt $104.00 May 8 1849		$104.00
int on same 67.17 days up to Dec 25 1854)		34.80
pd to same by same $80.00 Nov 9 1849	$	80.00
int on same 61 mts 16 days up to Dec 25 1854)		24.60
pd to same by same $50.00 Jan 18 1850)		50.00
int on same 59 mts 7 days up to Dec 25 1854)		14.50
6th Amt		507.90

Amt Randolph Riddle paid on the Rusell pay-

ments in up to Dec 25 1854 ~~7th Amt~~ $709

217

Mr James F. Jones.

					Dr	
1856	To Manasha A. and Wm A Jones					
Aug 15.	To this Sum for the value of 66 acres of land					
	$1525.00 and for the value of 1/2 of dower $700.00					
	of the aggregate of which there became due aug 15/56				2000	00
	Credit Aug 15/56 one half of receipt (F F) this Sum				791	04
					1208	96
	Interest on Same to Aug 15 1857.				72	53
					1281	49
	Credit Aug 15/57 By balance said receipt (F F)				791	04
					490	45
	Interest on Same to January 6 1859.	40	90			
	To Bal of $2225.00 purchase price due Jan 6 1859				225	00
	Int on $715.45 from Jan 6/59 to Jan 22 1861.	81	62		122	52
					837	97
	Credit Jan 22 1861. by Bal receipt (G G)				139	75
	Bal on Said two pieces due Jan 22 1861 -	.	.		698	22
	Int on Said balance to Jan 22 1881 (20 years)	837	80			
1871.	To the value of M A Jones Int in the land of Mary					
	Jones dec'd as fixed by Barley Slemp & Tryall Surs-					
	fessed due May 22 1871 (Surplus in D.				178	00
	Interest on Same to January 22 1881.	103	24			
	Add Interest to principal	941	04		941	04
	Total Sum due Jan 22 1881.			$	1807	26

W. A. Jones et ux. }
vs } Statement of fact
James F. Jones.

(1)

James F. Jones.

1856. To W. A. & Manassa F. Jones — Dr.

Aug 15.	To the Value of 67.A 37.P. of Land at the rate of $15.00 per 66.A. This sum $1414.81. And the interest due at rate of $7.00. per 27/2 A. being 26.A. 160 pds. This sum $67.36. - Aggregating the sum of $ 2086.17		
	Of. which time became due Aug 15th 1856. This sum		2000.00
	Credit By one half of rent F.F. Aug 15th 1856.		791.04
			$1208.76
	Interest on same to Aug 15th 1857.		72.53
			1281.29
	Credit By bal of Rent (F.F.) Aug 15 1857		791.04
			$490.45
	Interest on same to 22 January 1861.		101.34
Jany 6. 1854	To This sum bal of The $2086.17 This sum		86.17
	Interest on this sum of $86.17. to Jny 22, 61.		10.53
			$688.51
	By This sum as per receipt G.S. Jany. 22. 1861.		139.75
			$548.76
	Interest on same to Jany 22. 1881. $658.51		90.25
1871. May 22.	To the value of the Plaintiffs interest in the purchase of Mary Jones, dec'd as ascertained by J. & Hyatt Com. supposed due. The The 22 day of May 1871.		178.00
	Interest on same to 22 day of Jany 81. $103.24		103.24
	Balance due May 22nd 1881.		$ 1468.51

Wm. A Jones wife

vs. ⅓ Statement of acct

James F. Jones

(J)

We bind Ourselves our Heirs &c. To pay unto Jonathan J. Jones The following payments viz - on or before the first day of august 1851. I will pay him Three - Two horse = Waggons finnished in good stile, also six horses not over seven years old - sound and of sufficient size for the waggons als gearing for six horses of good material. all of which is to be Valued at Cash rate according to prices at this date Feby 9th 1850. We also bind Ourselves to the said Jonathan J. Jones in Cash and Cash notes. The sum which With the above named Waggons - horses and gearing Will make Twenty Three hundred dollars, and after the amount of the above named Waggons - horses and gearing is taken from the above named Twenty three hundred dollars. The Balance shall draw interest from the first day of August 1850. at rate of 6 per cent per annum, until Paid. For value Recieved as witness Our hands and seals this 9th day Feby 1850.

Attest
J. S. Miles

her
Mary J Jones
mark

John M Crabtree (Seal)
James H Jones (Seal)
his
Randolph Riddle
mark
(Seal)
her
Lodina Wyatt
mark
(Seal)
Wm T Haberne
mark
(Seal)
William Ward (Seal)
B. M. Jones (Seal)
(Seal)
(Seal)

J M Jones signed this obligation Jan 25th 1854
Test Jos: A Jones

credit the within obligation by
william ward sixty four dollars
and ninety six cents by the hands of
Wm N G Barrow this the 4th of october
1851
cr by william ward eighteen dollars
this the 6th of october 1851
cr by John M Crabtree thirty eight dollars
and thirty five cents this the
6th of october 1851
Cred

$ J Jones obligation
against $ M Crabtree
& others

Credit the within note
By James J Jones two
hundred and two dollars
and eight cents this 7th
October 1851
Jonathan J Jones

Credit the within note by James
J. Jones four hundred & dollars
this 7th october 1851
Jonathan J Jones

Received of James J Jones on the
within obligation seven hundred and
twenty seven dollars and thirty
seven cents
this the 18th of september 1851
Jonathan J Jones

cr the within obligation with
~~three forth of the parch~~
five hundred and sixteen dollars
and 32 cents paid for the
Russell purchase $516.32
this the 2nd of october 1851
Jonathan J Jones

cr by John M Crabtree
twenty three dallars &
fifteen cents
oct the 2nd 1851

cr by Andrew J Gibson
one hundred and twenty five dollars
this the 4th of october 1851

cr by James J Jones three hundred and twenty
eight dollars & thirty nine cents this the 4th
of of october 1851
J J Jones

We the undersigned Bind our selves our Hers &c. To pay five Eights of the sum of Eighteen hundred dollars Which is due to Ranson Ryssell from Nathaniel Wyatt — Randolph Riddle and William Ward Which is the amount of the purchase made of the Interest in the Estate of the Late Stephen Jones Dec'd by them" of the said Ranson Ryssells. and for - and in consideration of five Eights of said — Interest in said Estate We Bind our selves to pay the above named five Eights of said Eighteen hundred — Dollar as witness our hands and seals this 1st day of January 1851.

John M. Crabtree (Seal)
James F Jones (Seal)
Andrew J Haberman (Seal)
(Seal)
(Seal)

John M Crabtree
& others obligation
to Ward & others

D 1

I Bind my self to make unto James F Jones a good and suppicient title in fee simple to a certain tract or parcell of Land lying and being in the County of Lee and State of Virginia in the penal Sum of $ 600 = ocurrent money of Virginia which payment well and truely to be made I bind my self my heirs and co firmly by these presents Sealed with my seal and dated this the 23 day of October 1855 her
test John Ridde Manashaano Habers (Seal)
mark

The condition of the above obligation is such that whereas the above bound Manshaan Habers her or her Heirs Shall make or cause to be made unto James F Jones a good and suppicent title in fee simple to a certain tract or parcell of Land in said County of Lee lying on the north side of walles ridge it being the same tract of Land that was laid of to Andrew J Habers Hers out of the lot that was drawn in the name of Jonathan J Jones bounded as follows to wit begin ning at a mulbery post four pols North of Williamson Coomes corner N 43 E 21 poles to a mulbery post corner to mary Jones lot N 30 W 49 poles to a locust post on a line of wyatts Heirs S 42 W 20 poles to mulbery post corner to J M Jones lot and with his line S 29½ E 48 poles to the beginning containing 13 acres & also all of the interest that Andrew J Habers Heirs has in the land ~~that was purchased upon Solomon Colier including all~~ their interest interest in Mary Jones dowery and purchases made by her the above named title is to be made in twelve months from this date October the 23d 1855 and ful possession given in one month from the date of this obligation then this obligation is to be nul and void otherwise it Shal remain in full foure an virtue at Law Signed Sealed and delivered the day and date above written her
test John Ridde Manashaano Habers (Seal)
mark

Manahasim
Habern
to Bone
J. J. Jones

(A A)

Know all men by these presents that I Manasha ann Habern of the County of lee and State of Virginia are held and firmly bound into James F Jones of the County and State afore said in the penal sum of $4000=current money of Virginia whitch payment well and trewly to be made I bind my self my Heirs executors or adminis-trators firmly by these presents sealed with my seal and dated this the 24th day of October 1855

The condition is such that whereas the the above obligation above bound Manashaam Habern her or her Heirs shal make or cause to be made unt James F Jones a good and sufficient title in fee simple to a certain tract or parsell of land lying and being in the Turkey Cove in said county of lee on the north side of wallens Ridge it being the same tract tha was laid of to her by the commission eis appointed to devide the lands of the estate of Stephen Jones Bounded as follows to wit Beginning on a Mulberry post in an old line between Samuel Duff deceased & Absalul Fickle thence with the line of Nathaniel Wyatts Heirs S 30 E 50 poles to a white oak on a hill S 29 W 54 poles to a mulbery post in an orchard S 30 E 24 poles to a pile of rocks in or near a spring branch N 81 E 32 poles splitting the spring in the middle to a locust post in a field S 30 E 183 poles to a stake on the top of Wallens Ridge thence with the top of said ridge S 45 W 37 poles to the corner of Mary Jones dowery thence withe a line of the same N 30 W 290 poles to a post in the old waggon road thence with the aforesaid line Duffs N 49 E 55 poles to the Beginning Containing Sixty Six acres more or less I also bond my self Heirs an ec to make unto James F Jones a good and sufficien title and ful conveighance in fee simple

to all of my undevided interest in Mary Jons dowery
which I am now or may hereafter be entitled to
~~whether~~ I either by Heirship perchase or any other way
including ~~all~~ my interest in perchases of lands made by said
Mary Jones I Bind my self to gave possession to
James F Jones of the lot that was laid of by me by
the Commushioners apponted to devide the lands of
Stephen Jones in one month from this date and posses
-ion of all my interest in the lands embraced in mary Jouny dowry
and her perchases as soon as I am entitled to the
possession now if the aforesaid title agreable to
this obligation be made in three months from this
date then this obligation is null and otherwise
it shal remain in full force and virtue
at law Signed Sealed delivered in the presents
of the day and date above fitten

Test John Riddle Manasheanno her + Kabren mark (Seal)

We The under arigned do hereby agree that Wm N G Boron John Scaggs & James Crabtree may value all of the several tracts of Lands in two Title Bonds described the said Bonds being executed from Manoahaam Habern to James F Jones bearing date one of them octobr the 23rd 1855 & the other october the 24th 1855 and bind our selves & co to Stand the aforesaid valuation given under our hands and seals this the 15th day of March 1856

James F Jones
Manoahaam Habern
his
mark

Seal
Seal

obligation of
J. Jones &
Manahan Harbor

(66)

29.06
10
290 6 6
19 3 9
30.4.5 9

41
270

Wm P Jones undevide intest in the Solomon Collier lan including his perdoses in the same all — — $130.00

140 pole pies & 66 pols & a small pes on Wales rdg 38.00

$163.00

Monarka an Hobers intevst in Solomon collier land —

it being one seventh of the whole tract 50 acrs - $100.00

also 6 acrs 13 pols in oats fiel & J Hahn Hers $40 - on 243.25

66 acrs ~~$150~~ $152.50 $1525.00

the 12 part of mary Jons Dowey $700.00

¼ part of J J Jons perdoses in in dowry 100.00

¼ part of Ransons Russells perdoses in down 100.00

2968 25

~~2.768.25~~
5.43.25
2211.57
1582.04
64285

2768.28
163 00
2931.28

100.00
243 25
100 00
100.00
5.43.25

$ ~~2.768.25~~

The Valuation
of Stonehaven
Habeens
Sonet
to J. F. Jones
1856

This Deed made this 9th day of July 1860
Between William N.G. Barron of the One part
and James H. Jones of the other part witnesseth.
That whereas the said Barron who was hereto-
fore appointed a Commissioner for that purpose
under a decree of the Circuit Court of Lee
County in the Chancery suit of Wm A. Jones
Guardean &c, vs. S.B.H. Haben & others and
whereas the said Barron as Commissioner under
said decree made sale of the following tracts
or parcels of land situated in Lee County Virginia
and the said James H. Jones become the purchaser
thereof at the price of $425,00 with Interest from
1st day of April 1859. to wit. Six acres & 13 poles
out of the lot drawn by Jonathan H. Jones out of
the lands of Stephen Jones Dec'd lying on the north side
of Wallins Ridge, which Amaron S. Haben &c obtained
by purchase from Jonathan S. Jones. & Bounded
as follows. To wit. Beginning at a Stake or
mulberry post four poles north west from Williams
Coonins Corner. Thence N. 43 E. 21 poles to a mulberry
post Corner To Mary Jones lot thence with Jones
H. Jones, Wm R. Jones & Mary Jones lines N 30 W. 49
poles to a locust post on a line of Wyatts heirs
Land. S 42. W. 20 poles with Wyatts heirs line to a
mulberry post Corner to Jackson M. Jones lot and
a line of the same S. 49½ E. 48 poles to the beginning
Also the following unaviced Parcel of Land to wit
⅓ of 50 acres of land lying on the north side of
Wallins Ridge. Purchased by Stephen Jones heirs
from Soloman Collier. Also ⅓ of ½ of Mary Jones
Dower in the lands of Stephen Jones Dec'd It being
Jonathan S. Jones Interest in D Dower. Also ⅓ of
½ of Mary Jones Dower as aforesaid It being
Ransom Rupe's Interest in said Dower the first

mentioned parcel of land being bid off by said James F. Jones at the price of $ 200.00 and the latter three parcels of which at the price of $ 75.00 each making in the agregate for the whole of said Lands thus sold of which said Jones become the purchaser the sum of $425.00 with Interest as aforesaid. Now for and in Consideration of the said sum of $425.00 and Interest as aforesaid having been fully paid up by said James F. Jones unto the said Wm N. G. Barron Comr. as aforesaid. He the said Barron doth hereby bargain sell and convey unto the said James F. Jones & his heirs the parcels & Interests of Lands herein before mentioned and the said Barron as Comr. aforesaid doth warrant Specially the Lands hereinbefore discribed and mentioned unto the said Jas. F. Jones and his heirs or assigns in Witness whereof the said Wm. N. G. Barron has hereunto subscribed his name & affixed his seal the day & year first above written

Wm N G Barron Comr. (Seal)

~~Virginia~~ See County To wit

I ~~a Justice of the Peace~~ a ~~in the County aforesaid in State aforesaid~~ ~~do Certify that~~

See County court clerks office the 10th day of October 1860 This Indenture of bargain and Sale for Lands between Wm N. G. Barron Commissioner of the one parts and James F. Jones of the other part was acknowledged before me, by the said Wm N. G. Barron and admitted to Record.

Teste. H. J. Morgan Clerk.

ack'd Oct 10th 1860

(107)

James F. Jones

to

Wm. W. G. Barron Com.

Recorded in Deed Book
No 15. Page 578 &c.

(96)

$ 1582.08 Received of James F Jones Fifteen hundred and eighty two dollars and eight cents to be credited on an obligation Manasha Ann Stebbins holds against the said James F Jones the obligation is dated 23rd Oct 1833 — one due august 15th 1836 —

Wm Simpson
S. S. Crockett

Manasha Ann her + Stebbins mark

Manathaand
Haben
Jo-3 Recapt
ℳ 158208

ℳ 7 Jons

(F. F.)

1859 Wm A Jones.

In case with James A Jones Dr

March	To cash for J M Allen	3	00
May 9th	" 5 bu Wheat 62½ May 30 3 bu corn 62½	6	87
1860	To 14 Bu. of Wheat on Cam Creek 50.	7	00
Febry 18	To 63 lbs Coffee at 20¢ May 34 Dz eggs 20¢	17	46
Nov 1.	" 5 bu Rye 62½. 4 Bu Wheat 62½	7	31.
1861 Nov. 28	" 82 lbs Coffee 18¢ 1862 April 6. 30 Dz eggs 20¢	20	76
1862 April 9th	" 2 bu Wheat 62½	2	00
1864 Jany 31	" 6 Tubs corn 2 Bu per Tub (12 bu)	6	00
1866 June	" Cash 5.00. 2 fat hogs. 446 lbs at 8¢	40	68
May 1868	" 16 Bu corn 50¢ 1867. Sept 8½ bu corn 37½	12	25-
Sept	" 2 Bu Wheat 1.12½ Oct 3 bu Rye 75¢	3	75-
Oct	" 19 3/4 Bu Wheat at 1.25. (Sud Wheat)	24	97
1869 April 5	" 2 Bu wheat 1.25 · 8 bu oats 25¢	5	16
" "	" 12 " Corn 50¢	6	00
June 7	" 24 Measures 6 bu corn. at 25¢	8	00
" 7	" 2 bu Wheat at 7/6.	2	50
July 2	2 bu corn 37½ 30 lb Steelling & Hauling Wheat $3.00	4	00
" 31.	2 " Wheat @ 1.25 - 1870 2 bu Wheat 62½	4	50
	2 " Sud rye at 75¢	1	50
		$ 179	05-

Subject to some credits amount of which are in possession of W A Jones.

W. A. Jones
with ZZ Account,
James F. Jones.

(H-H)

Recd Jany 22nd 1864 of Jas F Jones two hundred
Dollars Which I am to account for on
Settlement of on land purchase & hog trade

Wm A Parker

Test
D R Kam

Wm A Jones
to Benj
$2000

(4 4)

I Bind my self to pay Manashaann Haberm the amount that all of her land are valued that are described in two title bonds executed by Said Manashaan Haber to James H Jones dated October the 23 & 24 days of said month two thousand dollars of the amount to be paid by the 15 day of August 1856 and the ballance iff any by the 6th day of January 1859 as witness my hand and seal this the 24th day of October 1855

test John Ridder

James H Jones Seal

"A"

I Bond

This deed made this the 13th. day of August 1880. between L. B. F. Haberm and Rebeca J. Haberm, his wife and Charles J. Wells and Malisa C. Wells his wife formerly Malisa C. Haberm of the first part, and James F. Jones of the other part witnesseth, that whereas Wm A Jones and Manasha A. his wife have heretofore sold & Conveyed to James F. Jones a certain parcel of land situated in the Turkey Cove Lee County Virginia being 1/7 of 1/2 of the tract or parcel of land assigned Mary Jones widow of the late Steven Jones deceased, as & for her dower, and which was estimated to contain 330 acres, and also 1/7 of one other 1/2 part of said dower lands, and which had been purchased by Archd F. Haberm in his lifetime, & from whom the same descended to the parties of the first part, Now therefore to complete said Sale by Wm A. Jones & his said wife Manasha A. to James F. Jones they the parties of the first part in consideration thereof as well as the sum of one dollar to them in hand paid well by these presents grant bargain sell and Convey unto James F. Jones

the said lands herein above described being all the lands claimed by said parties of the first part, in and to the purchases in said deeds lands, made by their Ancestor Stephen B. Habern deceased;

And the parties of the first part warrant generally the lands hereby conveyed together with all the appertenances thereunto belonging. Witness the following signatures and seals this the day & year first above written, And a lien for the purchase money is hereby retained until the same is paid Stephen B. Habern (Seal)

Rebecca J. Habern (Seal)
her mark

Charles J. Wells (Seal)
his mark

Malissa C. Wells (Seal)
her mark

James H. Jones

from Z Deed

S. B. H. Habersetas

The amounts braught up
first by I F Jones — — — — — — ₰ 1912.39⅔

2nd by Wm Word 92.02
3rd by J M Crabtree 68.20¼
4th by A J Habern 138.47
5th by I F Jones 144.73
6th by N Wyat 289.67½
7th by R Ryals 6.66⅔
8th by I F Jones 661.70½

The Whole amount devided ₰ 7.)4 616.56¼
by 7 gave A J Habern amt ₰ 65.95 0
cr of for money paid by A J Habern prin & int up to July 30 1853 91.94 7

one note on A J Habern for ₰ 95.00 ₰ 440.03
Due January 31. 1852 — — — — — 95.00
interest on same 18 months up to July 30th 1853 — — 8.55
one note on Same for ₰ 40.00 Due Dec 25th 1852 40.00
interest on same 7 months & 5 day up to July 30th 1853 1.43
one note on Same for ₰ 70.00 Due Dec. 1852 70.00
interest on Same 7 months & 5 days up to July 30th 1853 2.50
one note on same for ₰ 168.34 Due Sept 2d 1852 ₰ 168.34
int on Same 11 months up to July 30th 1853 — 9.25
₰ 835.10

440.03
321—
8 8006
13 2 0 0 7
2 2 0 2 1
143.0 0 9 7
4 4 0 0 3
583.03
2 2 7 8 4
0 8 10 0 0

Paid to Jonathan T Jones in the Land Perchas-
By James T Jones ℔ 727.37 the 18th Sep 1851. ℔ 727.37
interest on same 22 months & 9 days up to July 30th 1853 81.21½
paid to Jonathan T Jones by same ℔ 328.39 oct 4th 1851 - ℔ 328.39
interest on same 21 months & 26 days up to July 30th 1853 35.84½
Paid to same by J T Jones ℔ 400.00 oct 7th 1851. ℔ 400.00
interest on same 21 months & 23 days up to July 30th 1853 43.66
Paid to J T Jones by same ℔ 202.08 oct 7th 1851 ℔ 202.08
interest on same for 21 months & 23 days up to July 30th 1853 22.00
Paid J T Jones Aug 1850 ℔ 56.00 in his receipt. 56.00
interest on same up to July 30th 1853 - - 10.08
to ℔ 400 dollars paid to Wm Carroy 4.00
Paid for recording deed from Jonathan T Jones 1.75
(1st) amount - ℔ 1912.39½

Paid to Jonathan T Jones in the Land perchare
by William Word ℔ 64.96 oct the 4th 1851 ℔ 64.96
interest on same for 21 months & 26 day up to July 30th 1853 7.10
Paid to J T Jones by same ℔ 18.00 oct 6th 1851 18.00
interest on same 21 months & 24 days up to July 30th 1853 1.96
(2) amount ℔ 92.02

Paid to J T Jones in the Land perchase
by John M Crabtree ℔ 38.35 oct 6th 1851 ℔ 38.35
interest on same 21 months & 24 days up to July 30th 1853 4.18½
Paid to J T Jones by same ℔ 23.13 oct the 2d 1851 23.13
interes on same 22 months up to July 30th 1853 2.54
(3) Amt ℔ 68.20½

Paid to Jonathan T Jones on the Land perchase
by Andrey. J Haberd ℔ 125.00 oct 4th 1851 ℔ 125.00
interest on same 21 months & 26 day up to July 30th 1853 13.47
(4) amt ℔ 138.47

Calculated by J A Jones

A memorandum of money paid by James T Jones To Isair Jones on the Ransom Russell perchase

Two hundred & thirteen dollars & twenty two cents
Paid June the 28th 1851 ℔ 213.22
interest on the same twenty five months & 2 days
up to July 30th 1853 - - - - - 26.7 2/3
℔ 4.61cts Paid to A J Collier oct 1st 1851 4.61
interest on same 22 months up to July the 30th 1853 .50½
℔ 438.00 paid on a note to Ransom Russel oct the 3 1851 ℔ 438.00
interest on same 21 months & 26 days up to July 30th 1853 47.88 2/4
℔ 52.76 paid on another note to Russell oct 3cd 1851 ℔ 52.76
interest on same 21 months & 26 days up to July 30th 1853 5.74½
℔ 200.00 paid to Russell the 21st aprial 1849 - ℔ 200.00
interest on same 51 months & 9 days up to July 30th 1853 51.30
℔ 146.00 paid to russel by his receipt 21 of aprial 1849 ℔ 146.00
interest on the same 51 months & 9 days up to July 30th 1853 37.44
Paid to Russell by J T Jones 200.00 oct 7th 1851 ℔ 200.00
interest on same 21.74½
(5) amt ℔ 1447.43

Paid To Ransom Russel on the land perchase
by Nathaniel Wyatt ℔ 104.00 paid the 8 of May 1849 ℔ 104.00
interest on same 50 months & 22 days up to July 30th 1853 26.39
Paid by Nathaniel Wyatt to same ℔ 80.00 the 9th of Nov 1849 ℔ 80.00
interest on same 46 months 21 days up to July 30th 1853 18.88
Paid by N Wyatt To Same ℔ 50.00 18th of Jan 1850 ℔ 50.00
interest on same 42 months & 12 days up to July 30th 1853 10.60
(6) amt 289.67

Paid by Randolph Riddle to on the Russel Perchase
January the 18th 1850 - - - ℔ - 5.50
interest on same 42 + 12 days up to July 30th 1853 - 1.16½
(7) amt ℔ 6.66½

Paid to Solomon Collier for land
by I H Jones ₰ 125.00 August 15th 1851 ₰ 125.00
interest on ~~same~~ 23 months & 15 day up to July 30th 1853 14.68 3/4
Paid to S Collier by same ₰ 200.00 Dec 25th 1851 200.00
interes on same 19 months & 5 days up to July 30th 1853 19.16 2/3
Paid to same ₰ 200.00 April 19th 1852 — ₰ 200.00
interest on same 15 months & 18 day up to July 30th 1853 15.36
Paid to same by same ₰ 80 76 July the 20th 1852 80.76
interes on the same 12 months & 10 up to July 30th 1853 4.97 1/2
Paid to the clerk for recording Deed from Sd Collier 1.75
(8) and — — — ₰ 661.70 1/2

75
50
125

Andrew J. Habere is to have a credit of ₰ 7500 paid
March the 1st 1852 — — 75.00
interest on same 16 month up to July 30 1853 6.00
81.00

Jacson M Jones is to have a credit of ₰ 50.00 — — 50.00

Jas H Jones Admr
of Mary Jones dcd
vs

S. B. D. Haburn & Wm
A Jones Judgt for
$25,55 - Int from
Jany 20/73
C 4.00 A 2.50 $1,00

Same vs John Rason
Judgt for $138.80
Int from Nov 4/72
Subject to Cr
$100 - Nov 4/72.
C 4.10. A 2.50
$1.00.

On Sk.

Virginia. Lee county, to wit.

This day Wm W Geary personally appeared before me,

Six months after date we or either of us bind our selves our heirs &c to pay Wm N S Barron one hundred dollars with interest from date for value rec'd of him witness our hands and seals this 1st day April 1859

John Riddle (seal)

James H Jones (seal)

Twelve months after date we or either of us bind our selves our heirs &c. to pay Wm N S Barron one Hundred dollars with interest from date for value rec'd of him witness our hands and seals this 1st day April 1859 Test

John Riddle (seal)

James H Jones (seal)

Final judgment on the last day of Nov Term 1879

George N. Young, Admr. of Wm Bailey dec'd Pltff
for the benefit of Mrs A. Jones In Debt

vs Deft

James F. Jones & Williamson Cooper

The defendants not appearing it is considered by the court that the judgment obtained against them in the clerks office for $70.50 the debt in the declaration mentioned with legal interest thereon from the 21st day of August 1862 until paid, and the costs be made final

6 41.10
4 25.00
$1.00
$7.60

A copy. Teste John C. Orr D.C.

Co. N. Young for &c

vs } Copy Judgment

James A. Jones et al

Commissioners Office Jonesville Va. July 4th 1880.

Wm. A Jones & wife Plffs
vs. } In Chancery
James F. Jones Dfft.

Notice is hereby given the parties to this suit that at my office in Jonesville on the 17 day of July 1880 I will proceed to ascertain what amount of purchase money if any is yet due from the defendant to the plaintiffs for the land in the bill and proceedings mentioned at which time and place the parties will attend with all necessary papers and evidence

Henry J. Morgan Comr.

Wm A. Jones v wife.

vs. } Notice July 17 1880.

James F. Jones

The Commonwealth of Virginia.

To the Sheriff of Lee County—Greeting:

We Command you to Summon James F. Jones

To appear at the Clerk's office of the Circuit Court of Lee county, at the court-house, on the first Monday in Sept. *next, being rule day, to answer a bill in chancery, exhibited in our said court against him by* Wm. A. Jones and Manasha Ann Jones his wife.

And have then there this writ. Witness, Jas. W. Orr, *clerk of our said court, at the court-house, this* 11th *day of* Aug. 1879, *in the* 104th *year of the Commonwealth.*

R. W. Orr Jr. D *Clerk.*

H+P.

Wm A. Jones et wife

vs Z Shannchy.

James F. Jones

Sept. Rules 1879.

Executed by delivering an office copy to J F Jones Aug 11th 1879.

F. Miles D Sh'ff

S.S. Chy S.L.C.

The Commonwealth of Virginia

To the Sheriff of Wise County Greeting

You will Summon Joseph A Jones to appear
before me at my office in Jonesville on the 23rd
day of Feb. 1881. as a witness on the part of Wm A Jones
vs/fe against James F. Jones

Henry J. Morgan Com.r

Feb 18/81

Wm A Jones wife

et. 3 5/12

Jas F. Jones